


Important: the information contained in this English version of the Terms and Conditions is provided as a courtesy translation only. In the event of any dispute as to the contents and interpretation of the Terms and Conditions the Italian original version entitled "Condizioni di assicurazione di Europäische Reiseversicherung AG (CA-ERVBRANCH/IIIP 2015)" shall prevail at all times

### Your insurance policy

The insurance cover is operative for the people listed in the insurance certificate and for the trips made in the areas set out by the specific tariff option of the company. This insurance policy shows all the insurance services set out for each type of cover as well as the insurance conditions valid in the sphere of the insurance contract and the necessary information for the user. The insurance contract is valid on the basis of the contractual clauses including the conditions of insurance and the information for the user. It is effective from the time of subscription by the Insured unless the company is notified in writing of the cancellation within 14 days of receipt of this document. The date of the postmark will indicate the validity of the cancellation.

Europäische Reiseversicherung AG



## Summary prospectus of the included services

### "VIAGGIO SENZA PENSIERI" WITH CANCELLATION

COVERS	LIABILITY LIMITS	EXCESS
Cancellation of trip	cost of trip	20% with a minimum € 25
Interruption of trip	NO	20% with a minimum € 25
Reimbursement of medical expenses	€ 250.000	€ 100
Assistance in health emergencies	NO	NO
Assistance for other emergencies	NO	NO
Baggage insurance	€ 1.500 per person € 3.000 per family	€ 100
Cover for delays	€ 150 per delay of means of public transport € 250 per delay in collection of baggage	NO
Accidents while travelling	€ 25.000 per person € 500.000 cumulative limit	NO
Civil Liability	€ 100.000 per person	€ 150

### ONLY CANCELLATION

COVERS	LIABILITY LIMITS	EXCESS
Cancellation of trip	cost of trip	20% with a minimum € 25

#### Age limit

The covers of the policy are available for people under 70 years of age.

#### Maximum duration of the policy

The cover will always start and end on the date shown on the policy and the trip can have a maximum length of 45 days from the start date of each individual trip.

### IMPORTANT REFERENCES

<b>Emergency and Assistance during the travel</b> Emergency Call Centre 24h – 365/year <b>+39.02.30.30.00.05</b> (option 1)	<b>Claims notification and refund requests</b> Claims Call Center Mon.-Thur. 9.30-12.30 / 14.30-17.30 ; Fri. 9.30-12.30 <b>+39.02.00.62.02.61</b> (option 2) claims@erv-italia.it; PEC: erv-italia@legalmail.it
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**Read the Information carefully before subscribing to the policy.**

## Information Leaflet

The purpose of this Information Leaflet is to give all preliminary information necessary to the contracting party so that s/he can subscribe to the chosen insurance with full knowledge and soundness of judgement. The Information is prepared pursuant to Art. 185 of Legislative Decree 209 of 7 September 2005 and ISVAP Regulation 35 of 26 May 2010. This Information has been drafted in accordance with the format prepared by ISVAP but its content is not subject to prior approval by ISVAP; it illustrates the basic features of the insurance product and does not replace the Policy Conditions which the Insured must look at before subscription of the contract.

### INFORMATION ON THE INSURANCE COMPANY

#### 1. ERV

Name: Europäische Reiseversicherung AG (hereinafter 'ERV').

Registered office: Rosenheimer Strasse 116, 81669 Munich, Germany.

Regulatory Authority: Europäische Reiseversicherung AG is subject to the regulation of the German Authority BAFIN

#### 2. Net Assets

Share capital subscribed and paid up: Euro 84.973 million

Solvency Index: 237.27% (the solvency index is the ratio between the sum of the available solvency margin and that of the solvency margin required by current legislation).

#### 3. General Agent for Italy

Branch Office in Italy: General Agent for Italy (hereinafter 'ERV'), Via G. Washington 70, 20146 Milan; Tel.: +39 0276416652, website: www.erv-italia.it, E-mail: info@erv-italia.it.

Enrolled in the Milan Businesses Register with enrolment no., tax code and VAT No. 05856020960, REA 1854153.

Authorisation to operate as an insurance company in Italy as the right of establishment pursuant to Art. 23 of Legisl. Dec. 209 of 7/9/2005, (ISVAP communication No. 5832 of 27/9/2007) and registration in the Role of Companies set up at ISVAP at No. I.00071.

### INFORMATION ON THE CONTRACT

The insurance contract relating to this Information Leaflet is signed with the Branch Office in Italy of ERV Europäische Reiseversicherung AG.

#### 1. Finalisation of the contract

The Contract is finalised by the Insured's assent to the insurance policy. The insurance cover is effective from the time the contract is signed.

#### a) Assent, Stipulation and Validity of the Contract - The policy must:

- Be completed with the payment of the insurance premium which must be made at the same time as the issue of the policy.
- Be stipulated by midnight of the day preceding that on which the covers are effective.

#### b) Duties of the Contracting Party - The Contracting Party must:

- Duly look at the Policy Conditions and check that the data corresponds;
- Print the full policy which will be the contractual reference for the effectiveness of the covers.

#### 2. Insurable People

- The following people are insurable: domiciled or resident in Italy, and with legal capacity at the time the policy is signed;
- Less than 70 years of age (the cover maintains its validity for people who reach that age during the contract).

#### 3. Operation and Effective Date

The services and covers are effective and valid: for all covers (except for Cancellation), from the time and date indicated in the travel document, with extension beyond the expiry date up to a maximum of 5 days if the return

date is delayed for reasons beyond the control of the Insured, and if the insurance premium has been paid. For the cancellation cover - from the time of booking the trip and the resulting contextual issue of the insurance cover and expires with the use of the first contractually agreed service, and if the insurance premium has been paid. ERV declines all responsibility for delays or impediments that may arise during performance of the services if due to force majeure.

#### 4. Geographic Scope

The insurance is valid for the chosen destination identified in the travel document.

#### 5. Insurance covers offered

See the General Policy Conditions set out below according to the type of product chosen by the Insured and indicated on the Policy Certificate for the applicability of the covers.

#### 6. Underwriting limit

Signature of more than one policy with ERV specifications to cover the same risk in order to raise the capital insured of the specific covers of the products or extend the period of cover of a risk (trip) that has already started is not allowed.

#### 7. Incidents

##### References Emergency Call Centre:

Inter Partner Assistance S.A. Rappresentanza Generale per l'Italia (per conto di ERV); Via Bernardino Alimena, 111 - 00173 Roma Italia; Tel: +39.02.30.30.00.05 (option 1).

##### References Claims Office:

Via G. Washington 70, 20146 Milan

Tel: +39 02 00620261 (option 2)

Fax: +39 02 76416862

e-mail: claims@erv-italia.it

The Insured or the person acting for him must contact the Emergency Call Centre as soon as possible to activate the necessary procedures.

#### 8. Complaints about the contract

Complaints concerning the management of the contractual relationship, particularly in terms of the attribution of responsibility, the effectiveness of the service, quantification and supply of the sums due to the rightful owner, must be sent in writing directly to ERV: Complaints Office, Europäische Reiseversicherung AG, Branch Office in Italy, Via G. Washington 70, 20146 Milan, reclami@erv-italia.it.

If the petitioner is not satisfied with the outcome of the complaint or if there is no reply within the maximum term of 45 days, s/he can contact:

ISVAP - Servizio Tutela degli utenti (User Protection Service)

Via del Quirinale 21, 00187 Rome, Italy

attaching the documentation relating to the complaint dealt with by the company to the report. Remember that the exclusive competence of the judicial authorities remains in relation to disputes on the quantification of damages and the attribution of responsibility, in addition to the right to make recourse to conciliation systems where they exist.

#### 9. Right of withdrawal

The Insured can exercise his right to withdraw from the insurance cover by sending the company formal written request within 14 days of signing the contract.

## Privacy

Information given to the interested party for the insurance treatment of general and sensitive personal data. Pursuant to Article 13 of Legislative Decree 196 of 30 June 2003 (hereinafter denominated 'Law'), and in relation to the personal data that will be handled, please note the following:

1. The processing the personal data requested or acquired is subjected to is aimed at the completion of the exercise of the insurance and re-insurance business and those associated for which it is

authorised by ERV pursuant to the provisions of the law in force.

2. Processing can also be made without the aid of electronic or however automated instruments and will consist of the operations indicated in Article 4, sub-para. 1, (b) of the Law or parts of it.
3. Assignment of the personal data is optional, unless requested by specific legislation, for example that on anti-money laundering, the central accident database and the Department of Motor Vehicles.
4. Any refusal to respond may lead to the impossibility of stipulating or performing the contract, or the management and liquidation of the claim reported.
5. The personal data may be communicated to other parties in the insurance sector such as, for example: insurers, co-insurers and re-insurers, agents, sub-agents, producers, brokers and other distribution channels, experts, consultants and lawyers, service companies to whom the management and/or liquidation of claims is entrusted, promotional or telemarketing campaigns or their executive activities, association and consortia bodies (ANIA) in the insurance sector, external databases, ISVAP and the Ministry of Industry, CONSAP and UCI, and external databases for which advice of the data is compulsory for the purposes indicated in Point 1. In this case, the identification data of the aforesaid other data controllers and any managers can be acquired from the public register kept by the 'Personal data protection authority' and the aforesaid bodies.
6. Personal data is not subject to distribution.
7. The personal data supplied may be transferred outside national boundaries for the purposes indicated at Point 1 above.
8. Article 7 of the Law gives the interested party specific rights, including that of obtaining from the data controller the confirmation of the existence or not of personal data concerning him and its communication in an intelligible form, of acquiring knowledge of the origin of the data and also the logic and purposes on which handling is based, obtaining the cancellation, transformation into an anonymous form or the block on the data handled in breach of the law, as well as the updating, rectification or, if there is an interest, the integration of the data, and oppose handling for legitimate reasons.
9. The data controller is ERV in Italy.
10. The interested party has the right to know what his data is and how it is being used at any time. He also has the right to have it updated, integrated, rectified or cancelled, request the block and oppose its handling.
11. S/he can contact Europäische Reiseversicherung AG, Branch Office in Italy, Privacy Service, Via G. Washington 70, 20146 Milan, Fax +39 02 764168629 or e-mail: privacy@erv-italia.it where s/he can also have the list current data controller managers.

## Definitions (Glossary)

The definitions are an integral part of the insurance policy and detail their meanings included in the policy conditions.

**Essential purchases:** this means the goods and items strictly necessary for maintaining adequate hygiene (e.g. toothbrush, toothpaste, shampoo and bath gel), dignified personal care (clothing), a sufficient level of health and safety (e.g. contact lenses or eyeglasses, and life-saving medicines).

**Africa:** all the countries in the African continent.

**Geographic area:** the area or country for which the Insured booked the trip and for which the relative premium has been paid and

from which s/he will return within the period booked.

**Insured:** the person or people indicated on the insurance certificate, with residence or domicile in Italy, whose interests are protected by the insurance.

**Insurance:** the insurance contract.

**Assistance:** service of immediate help which ERV must supply through the Emergency Call Centre to the Insured who finds himself in a difficult situation following the occurrence of an incident.

**Baggage:** personal effects, sports equipment, gifts and mementoes of the trip for personal use and owned by the Insured.

**Emergency Call Centre:** the structure of operators, doctors and technicians that ERV makes available to the Insured 24 hours a day, 365 days a year, and which arranges for telephone contact with the Insured, organises and provides the assistance services set out in the policy and arranges for the management of claims. The Emergency Call Centre for Italy is that of Inter Partner Assistance S.A. Rappresentanza Generale per l'Italia (per conto di ERV); Via Bernardino Alimena, 111 - 00173 Roma Italia.

**Insurance Certificate (Policy):** the summary document proving the purchase of the insurance policy.

**Travelling companion:** the person travelling with the Insured covering the whole of the same journey and, if necessary, included on the same insurance certificate.

**Contracting party:** the physical or legal person who stipulates the insurance contract against payment of a premium.

**Contract:** the insurance contract, purchased and signed by the Contracting party, containing the Information and General Conditions of Insurance.

**Cancellation:** termination of a contract or explanation of the intention not to renew it, by one of the parties.

**Domicile:** the dwelling place, even temporary, of the Insured who carries out his business or has his economic interests in Italy.

**ERV:** the commercial brand of Europäische Reiseversicherung AG.

**Europe:** the geographic area extending from the Iberian peninsula to the Ural Mountains.

**Excess:** the sum established on the Policy Certificate or in the Insurance Conditions which is deducted from the total of the indemnity as actually calculated by ERV, following the occurrence of a claim, and which remains the responsibility of the Insured.

**Family members:** spouse or cohabitant, and relatives and kin of the Insured to the second degree (therefore children, parents, brothers and sisters, grandparents, parents-, sons-, daughters-, brothers- and sisters-in-law, adopted children, adopted parents, step-brothers and sisters and step-parents of the Insured).

**Theft:** the crime, set out by Art. 624 of the Penal Code, perpetrated by anyone who takes possession of someone else's things, removing them from the holder, in order to gain profit for himself or others.

**Cover:** cover or service – different from assistance – offered by ERV if there is a claim, on the basis of the provisions of the Insurance, consisting of a reimbursement, indemnity and/or compensation of the damage to the Insured.

**Accident:** the event due to fortuitous, violent and external reasons that produces physical objectively ascertainable injuries which result in death or permanent invalidity.

**Permanent invalidity:** the total or partial definitive loss, following an accident, of the general ability of the Insured to perform any work, irrespective of his profession.

**Medical institution:** the public hospital, clinic or private nursing home, duly authorised by

the competent authorities for the admission and medical assistance of patients. Spas, convalescence, rehabilitation and home-stay homes are not considered medical institutions, nor are health clinics and those for dietary and aesthetic purposes.

**Italy:** the whole of the area of the country including the Republic of San Marino and the Vatican City State.

**Illness:** any measurable alteration of the state of health.

**Pre-existing illness:** chronic pathological situation of alteration of the state of health, also of an evolutionary nature, which the Insured was aware of when the trip was booked.

**Line limit:** the maximum amount, established in the Policy Certificate or Policy Conditions, up to whose amount ERV undertakes to give the cover or provide the assistance services.

**Means of public transport:** all aircraft, and also land vehicles and vessels for the public transport of passengers and having a predefined timetable, itinerary, frequency and fares (official and published) that, on the basis of the specific permits or concessions, connect two or more places continuously or periodic and not occasional. Therefore, by way of example, hire cars, taxis and means of transport for tourist visits are excluded from the range of public transport.

**World:** all the countries and relative territories with the exclusion of the United States of America and Canada.

**Premium:** the sum of money due by the contracting party to ERV.

**Services:** only for the Assistance Sections of the Policy - the assistance given by ERV, via the Emergency Call Centre, to the Insured if there is an incident.

**Pro Rata Temporis:** 'in proportion to time', indicates the indemnity method of the sole period effectively the subject of insurance cover.

**Residence:** the place where the Insured has his habitual home.

**Admission:** stay in a medical institution which requires overnight stay.

**Renewal:** extension of the insurance contract which is defined with the payment of the premium.

**Uncovered:** the part of the amount of the indemnity, expressed as a percentage, that is compulsorily the responsibility of the Insured as established on the Insurance Certificate or in the Policy Conditions.

**Claim:** the occurrence of the damaging fact for which the cover is given following a fortuitous event.

**Company:** the insurance company, i.e. Europäische Reiseversicherung AG.

**Trip:** the transfer, stay or location resulting from the relative contract or travel document that provides for a movement of at least 50 km from the place of residence.

**Current value:** this means the new value of something of the same type and quality, reduced by an amount that represents the loss of value for wear and age.

**Material value:** the current value of the material excluding the data in it or its recovery and also the intellectual value.

## General Conditions of insurance

### General Disposition

The following general conditions, apply to all the Sections of the Travel Policy offered by Europäische Reiseversicherung AG.

#### Art. 1 People insured

The people insured are the physical people, aged less than 70, indicated by name on the insurance certificate or those who are part of the group people described in the said insurance document.

However, for those who reach the age of 70 during the contract, the insurance will keep its validity until expiry of the policy, as detailed in Art. 3 below.

#### Art. 2 Trip

a) The insurance is given for the specific trip indicated, as long as these are private trips and not for business.

b) The business trip is covered with the exclusion of the cover for all manual work activities or those however dangerous performed during the trip.

#### Art. 3 Effective date and duration of the contract

The cover:

a) must be stipulated for the whole length of the trip;

b) starts from the date agreed shown on the policy certificate;

c) terminates on the date agreed shown on the policy certificate, however not beyond the end of the trip which is the subject of the insurance;

d) it is extended beyond the date of expiry if the date planned by the trip is delayed for reasons beyond the control of the Insured, but up to a maximum of 10 days.

#### Art. 4 Premium

Pursuant to Art. 1901, sub-para. 1, of the Civil Code, the insurance is effective from midnight of the day indicated in the policy, if the premium has been paid, otherwise it is effective from midnight of the day of payment. The date the incident occurs applied for the applicability of the cover.

If the premium is still unpaid when an incident occurs, the company is exonerated from the service where the failure to pay is due to the Contracting Party.

#### Art. 5. Exclusions common to all guarantees

All indemnities, services, consequences and/or event arising directly or indirectly from the following are excluded from the insurance:

- Inadequately documented causes and events.
- Unlawful or malicious behaviour, whether carried out or attempted by the Insured; suicide or attempted suicide.
- Pre-existing diseases, i.e. chronic pathological situations of alteration of the state of health, also of an evolutionary nature of which the Insured was aware at the time the policy was signed (with the exception of death).
- Mental illnesses, states of anxiety, stress and depression, psychical disorders in general and neuroses as well as Acquired Immunodeficiency Syndrome (AIDS); psychological reaction arising from fear (e.g. of an act of war, popular uprising, act of terrorism and flying accident).
- Elimination or correction of physical defects or malformations already existing at the time the policy was signed.
- Intoxications, illnesses and injuries resulting and arising from the abuse of alcohol and psychoactive drugs, and also the non-therapeutic use of hallucinogens and drugs of abuse.
- Illnesses arising from pregnancy beyond the 26th week of gestation and from childbirth. Threatened miscarriage in the event of negligence or wilful misconduct by the Insured.
- Illnesses and accidents arising from dangerous sports - mountaineering with climbing rocks or access to glaciers, trekking (over 2,500 metres), jumps from ski jumps and platforms with skis or water-skis, driving or use of bobsleighs and bobs, all activities in the air with the sole exception of flight as a paying passenger in an authorised aircraft, automobile, motorbike and motor vessel races and competitions including the relative training

and tests, scuba diving, speleology, boxing, canoeing and rafting, horse-riding competitions, hunting and shooting, ice hockey, off-piste skiing, paragliding, rugby, American football, bungee jumping, weightlifting, martial arts and wrestling in its various forms.

- i) Acts of daring as well as all injuries suffered as a result of sports activities carried out professionally.
- j) Work missions which set out the performance of mainly manual and/or manufacturing work and/or with the aid of instruments and mechanical or industrial machinery.
- k) Missions that foresee the transport and/or supply of weapons, vehicles, materials, instrumentation, equipment or any goods destined for persons taking part in war operations of any nature and purpose.
- l) Hunting; possession of weapons and ammunition although having the appropriate licences and permits.
- m) Trips taken for the purpose of undergoing medical-surgical, aesthetic or rehabilitation treatment. Objectively foreseeable and/or planned medical checks.
- n) Trips to countries subject to international embargoes or sanctions or areas where the Foreign Ministry recommends not travelling; extreme trips to remote areas which can only be reached by special means of transport or where there are situations of armed conflict, hostilities, war, civil war, rebellion, revolution, insurrection and riots, martial law and usurpation of power.
- o) Acts of sabotage, vandalism or terrorism in general including the use of any type of nuclear or chemical weapon.
- p) Events arising from phenomena of transmutation of the atom, ionising radiation, radioactive contamination, chemical-biological or bacteriological contamination, pollution of the air, water, soil and subsoil or from any environmental damage.
- q) Natural catastrophes and other upheavals of nature.
- r) Strikes and related events.
- s) Pandemics, if defined as such by the World Health Organisation (WHO).

#### **Art. 6. Delimitations and legal effects and indemnity**

- a) Wilful misconduct and gross negligence of the Insured - the company is not obliged to pay compensation for claims caused by wilful misconduct or gross negligence of the Contracting Party and Insured, as set out by Art. 1900, sub-para 1, of the Civil Code.
- b) If the Insured does not make use of one or more services and/or covers, the company is not required to give indemnities or alternative services of any kind by way of compensation.
- c) The company cannot be considered responsible for:
  - delays or impediments in the execution of the agreed services due to *force majeure* or provisions of local, national or foreign authorities;
  - errors, misunderstandings or any other type of imprecision occurring in the execution of the agreed services which have wholly or partly compromised the use of these if this is due to inexact notifications received from the Insured or facts attributable to him;
  - refusal to perform the services if, objectively or in the opinion of its doctors, they are unnecessary.
- d) Movements organised by the company through the Operational Centre are made using the most appropriate means of

transport in relation to the section to transit and the Insured's health conditions.

- e) For amounts which are advances, the Insured must notify the reason for the request, the total sum necessary, his address and the indications of the references which will enable the Operational Centre to check the terms of the guarantee to return the sum advanced. The Insured will have to reimburse the sum advanced within 30 days of the date of the advance, subject to payment of the interest at the current legal rate in addition to the sum advanced.

#### **Sanctions and Embargoes Clause:**

This insurance and the relative covers, including fulfilment of the payment of claims or any benefit or service is only and exclusively guaranteed if not in contradiction with economic, commercial and financial embargoes or sanctions implemented by the European Union, Italian government or any other responsible international body where possibly also applicable to the Contracting Party and Insured of this policy.

The Contracting Party/Insured must notify the company in writing of every increase in the risk. Increases in the risk not notified or not specifically accepted by ERV may lead to the whole or partial loss of the right to the services and also the termination of the guarantees set out in the policy, pursuant to Art. 1898 of the Civil Code.

#### **'War Zones' clause – Reduction of the Liability Limits, Accumulation Limits and Duties of the Insured:**

If the Insured's place of destination is subject to sudden episodes of armed conflict, hostilities, war, civil war, rebellion, revolution, insurrection and riots, martial law and usurpation of power although occurring suddenly after stipulation of the policy by the Contracting Party/Insured, following the increase in the risk:

- a) the liability limits of the different services will be reduced as follows for events correlated to the aforementioned episodes:
  - Assistance: up to a maximum of € 5,000, unless a lower liability limit is already set out in normal situations;
  - Medical expenses: up to a maximum of € 5,000, unless a lower liability limit is already set out in normal situations;
  - Injuries: up to a maximum of € 10,000, unless a lower liability limit is already set out in normal situations;
  - Civil Liability: up to a maximum of € 10,000, unless a lower liability limit is already set out in normal situations;
  - Baggage: up to a maximum of € 300, unless a lower liability limit is already set out in normal situations.
  - In addition, an accumulation is instituted for increase in the risk of € 50,000 per event; if the capitals insured overall exceed the above amounts, the indemnities due will be reduced proportionally on the individual contracts signed until their sum does not exceed what would be due on the basis of the limits allowed in this paragraph.

If the Insured has already departed, he must contact ERV immediately and arrange to leave the country within 10 days of the date of declaration of the 'area of conflict'. This policy shall terminate beyond that term.

#### **Art. 7 People who cannot be insured**

Irrespective of the real assessment of the state of health, people affected by AIDS, alcoholism, drug addiction or one of the following mental infirmities cannot be insured: organic brain syndromes, schizophrenic disorders, paranoid disorders and manic-depressive forms.

If one or more of the illnesses or diseases indicated above arises during the contract, the

provisions of Art. 1898 of the Civil Code will apply;

People who are neither resident nor domiciled in Italy can be insured.

#### **Art. 8 Report of the claim and subsequent duties of the Insured**

If there is an incident, the Insured must advise the Emergency Call Centre by telephone and in writing in accordance with the methods set out in the individual Sections of this policy. In addition, he must do everything possible to avoid or reduce the damage, pursuant to Art. 1914, sub-para. 1, of the Civil Code. The Insured recognises the right of the company to request further documentation with respect to that indicated in the Section regulating the individual cover to facilitate liquidation of the damage, hereby undertaking to send it promptly.

The Insured frees the doctors who attended to him before and after the accident from professional secrecy towards the company. Non-compliance with just one of the above duties may lead to the total or partial loss of the right to indemnity, pursuant to Article 1915 of the Civil Code.

#### **Art. 9 Right of recourse**

The company has the right of subrogation to the third parties responsible, pursuant to Art. 1916 of the Civil Code.

#### **Art. 10 Statements relating to the circumstances of risk**

Inexact or reticent statements by the Contracting Party or the Insured relating to the circumstances that affect the risk assessment, may lead to the total or partial loss of the right to assistance or indemnity, where provided for, as well as the cancellation of the insurance pursuant to Arts. 1892, 1893 and 1894 of the Civil Code.

#### **Art. 11 Limitation**

The right to payment of the premium instalments is limited to two years from the individual expiry dates (1882 et seq.). Other rights, pursuant to Art. 2952 of the Civil Code, arising from the insurance contract (1882 et seq.) are prescribed as two years from the day on which the fact the right to assistance and/or indemnity is based on occurred. In civil liability insurance, the annual term starts from the day in which the damaged third party asked the Insured for compensation or moved legal action against him.

#### **Art. 12 Amendments to the insurance, clauses or special agreements. Forms of notification by the Insured**

Any amendments to the insurance must be approved in writing.

All notifications which the Insured is required to make must be sent to the Emergency Call Centre in a registered letter with return receipt to be valid.

#### **Art. 13 Other insurances**

The Insured must advise the company in writing of the existence and subsequent stipulation of other insurances for the same risk. If there is an incident, the Insured:

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

#### **Art. 14 Insurance operations**

The insurance operates as second risk if the Insured has another/other insurance/s covering the same risk. If the insurance acts as second risk, it covers that part of the damage and compensation or reimbursement that does not fall within the liability limits established by any other existing policies, up

to the amount of the line limit set out by the Policy Conditions of the company. The insurance covers the cost of the services purchased, excluding taxes and charges applied to them.

#### Art. 15 Time for subscription to the policy

The policy must be subscribed to at the same time as the ticket is purchased.

#### Art. 16 Applicable law and reference to the law

This insurance is regulated by Italian law. The legal provisions apply for anything not otherwise specified herein. All disputes relating to this contract are subject to Italian jurisdiction.

### Trip cancellation

#### Special conditions

##### 1. Aim of the insurance

The company will indemnify the Insured or a person connected with him (see Art. 3) who has suffered one of the following events insured as per Art. 2 below, in any case, up to the amount of the liability limit indicated, for:

- cancellation fees;
- re-protection of the trip;
- quota of the administration charge;

if:

- the event that produced the damage was unpredictable at the time the trip was booked;
- cancellation was caused by this event;
- it is objectively impracticable for the Insured to undertake the trip.

The cover for unexpected events is limited to events a, b and c of Art. 2 for connected people.

##### 2. Insured events

The events as per the previous Article are insured if dependent on:

- death;
- serious accident of an extent that justifies cancellation of the trip;
- unexpected serious illness;
- serious complications in pregnancy;
- intolerance to vaccinations;
- breakage of prostheses and loosening of an implanted limb prostheses;
- loss or damage to goods owned by or for which the Insured is holder of a real or personal right of enjoyment resulting from a fire, explosion, tempest, lightning, flooding, avalanche, volcanic eruption, earthquake, landslide or criminal act, on condition that the damage is considerable or the presence of the Insured is required for ascertaining or clarification of the facts and/or damage;
- loss of employment following unexpected dismissal of the employee because of the employer's difficulties;
- employment if the Insured was duly registered in the lists of unemployed held at the Employment Centre and was looking for a job when the trip was booked;
- citation or convocation before the Criminal Court or convocation as a people's judge;
- accident to his means of transport, proven by a police report, which prevents the Insured from reaching the place of departure of the trip;
- theft or loss of the identity documents necessary for leaving the country when the material impossibility of redoing them is proven;
- movement of the date of High School diploma, degree and scholastic exams for inclusion in the next class, irrespective of the Insured's intention.

##### 3. People connected to the Insured

The following are considered people connected to the Insured:

- the Insured's family members;
- carers of family members who need assistance and are not taking part in the trip;

- travelling companions as long as registered for the trip at the same time as the Insured, on condition that there are not more than 2;
- partner/joint-owner of the company or group practice;
- the Insured's direct superior in his work.

##### 4. Re-protection of the trip

The company will reimburse 50% of any additional costs borne to acquire new travel vouchers (air, maritime or rail ticket) - with a maximum of € 1,500.00 per person, replacing those not used because of late arrival by the Insured at the place of departure because of one of the insured events. The cover is operative for the Insured and people connected with him identified in Art. 3, (a) and (e) above.

Reimbursement will be made on the basis of the type, class and features of the ticket originally booked. The Insured can, when the incident is reported, choose whether to ask for the indemnity for the cancellation of the travel documents previously booked, or the re-protection of the trip with the issue of new travel documents.

##### 5. Quota of administration charge

The company will reimburse the quota of the administration charge applied contractually by a tourist operator, airline or sailing company, for cancellation of the trip up to a maximum limit of € 20 per file if:

- it was due contractually and paid at the same time as the trip was booked and is considered in the insured amount;
- he stipulated the cancellation of trip cover.

##### 6. Exclusions

The insurance is not operative:

- if the illness is a psychological reaction to an act of war, pandemic, popular uprising, act of terrorism, flying accident or fear of an act of war, popular uprising, act of terrorism or pandemic;
- for chronic mental illness even if there is episodic manifestation;
- for operations for the donation of organs;
- if the doctor designated by the company, as per Art. 7 below, does not confirm the inability to travel;
- without original documentation of the costs sustained;
- if the re-protection of the trip occurs after the period of cover of the insurance has ceased;
- accidents to his means of transport which the Insured will use to go to the place of departure if it is more than six years old or not in good condition;
- taxes and charges for the services booked. Refer to the other exclusions in Art. 5 of the General Conditions for anything not specified.

##### 7. Duties of the Insured if there is an incident

The Insured is required cancel the trip immediately if one of the events indicated occurs to limit the cancellation penalty to the minimum possible. Notification of cancellation must be made telephonically to the company Emergency Call Centre before the departure of the trip booked and, subsequently, by registered letter with return receipt within 5 calendar days of the day on which the insured event occurred.

Incidents reported and received after the above terms will not be considered valid and reimbursable.

Any increase in the penalty debited by the tour operator/supplier of services as a result of a delay by the Insured in advising the cancellation will remain the responsibility of the Insured.

The Insured must supply the Emergency Call Centre of the company with the following original documentation:

- insurance certificate, booking documents and invoice with the costs of cancellation;
- for accidents, unexpected serious illness, complications in pregnancy, intolerance to vaccinations, breakage of prostheses and loosening of implanted limb prostheses, a medical certificate specifying the diagnosis, the illness, the prognosis and the impossibility of undertaking the trip;
- for death, the death certificate;
- for the loss or damage of material goods, adequate certification (for example, a police report);
- for dismissal, the letter/confirmation of the employer;
- for employment, documentation for registration in the employment list kept at the Employment Centre and the copy of the new employment contract;
- for the cancellation of the booking of a holiday home, camper, caravan or rented boat, a written confirmation by the person or legal representative of the body or company which had the aforesaid goods available, certifying the objective impossibility of reinstating the goods in the same period;
- for the movement of postponement of exams, appropriate university or scholastic documentation;
- for the re-protection of the trip, the necessary documentation certifying that there was no departure and the costs of the new booking.

At the request of the Emergency Call Centre of the company, the Insured must:

- present an invalidity/inability to work certificate and, if necessary, a medical certificate from a specialist;
- allow the Emergency Call Centre of the company to inquire into the inability to travel because of accident or an unexpected serious illness supported by the medical certificate of a specialist;
- allow medical checks at a doctor appointed by the Emergency Call Centre of the company.

Failure to comply with even one of the duties above may lead to the total or partial loss of the right to indemnity as set out by Art. 8 of the General Conditions.

##### 8. Percentage of cover

This cover is given with fixed percentage of 20% of the amount of the penalty, with a minimum of € 25 per person to be paid by the Insured.

The percentage will not be applied for hospital admission.

##### 9. Maximum Insured

The maximum limit must be equal to the cost of the trip. The cost of services not included in the price of the trip (for example, for optional programmes) is also covered by insurance, on condition that it was specifically included in the maximum limit.

If the maximum limit is less than the price of the trip (the so-called under-insured trip or partial insurance), the company will pay a proportionally reduced amount if there is an indemnifiable incident, with subsequent deduction of the percentage, pursuant to Art. 1907 of the Civil Code.

### Trip interruption

#### Special conditions

##### 1. Scope of the insurance

The company will indemnify the Insured, or person connected to him, in any case up to the amount of the maximum limit, if even just one of the following damaging events occurs:

- early return journey;
- unused services;
- interruption of the tour booked;
- additional costs following natural events during the trip;

if:

- the event producing the damage was unpredictable at the time in which the trip was booked;
- the completion of the original tour of the trip booked became objectively impracticable or at least too expensive for the Insured following the insured event.

The cover is limited to events a, b and c of Art. 2 for connected people.

## 2. Insured events

The events as per the previous Article are only insured if dependent on:

- death;
- such a serious injury that interruption of the trip is justified;
- unexpected serious illness;
- breakage of prosthesis or loosening of implanted prostheses;
- loss or damage of goods owned or for which the Insured is holder of a real or personal right of enjoyment resulting from a fire, explosion, tempest, lightning, flooding, avalanche, volcanic eruption, earthquake, landslide or criminal act, on condition that the damage is considerable or the presence of the Insured is required for clarification of the facts;

## 3. People connected with the Insured

The people considered connected with the insured person are indicated in Art. 3 of the Section Cancellation of trip.

## 4. Early return journey

The company will reimburse the additional costs for the return journey of the same standard (standard meaning the type, class and, in general, any other feature) as that booked, if the trip cannot be completed because of one of the insured events and if the return journey was booked and insured at the same time as the outward journey.

## 5. Unused services

The company will reimburse the quota of the price of the trip relating to unused services, if the trip was interrupted in advance because of one of the insured events and if the prepaid costs cannot be recovered.

## 6. Interruption of the tour booked

The company will reimburse the costs for re-joining the group as well as the figure of the services not yet used, of the same standard (standard meaning the type, class and, in general, any other feature) as those previously booked, if the Insured is temporarily unable to take part in the tour booked because of an insured event.

## 7. Additional costs following natural events during the trip

The company will reimburse the additional costs, in any case up to the amount of the maximum limit insured, for the unplanned return journey, and the extension of the stay, corresponding in standard to those booked, if it is excessively risky to complete the trip for the Insured because of explosions, tempests, lightning, flooding, avalanches, volcanic eruptions, earthquakes or landslides in the place of the holiday or if the Insured is required at home for the above reasons.

## 8. Exclusions

The exclusions pursuant to Art. 6 of the Section Cancellation of trip, that are referred to and listed below, apply to this cover.

## 9. Duties of the Insured if there is an incident

The Insured is required to alert the Emergency Call Centre immediately on the occurrence of one of the events indicated. Notification to obtain authorisation for the interruption must be made telephonically to the Emergency Call Centre of the company immediately and before taking any personal decision and, subsequently, with a registered letter and return receipt within 5 calendar days of the day on which the insured event occurred.

The Insured must give the Emergency Call Centre of the company the following original documentation:

- insurance certificate, booking documents and invoices;
- for accidents, unexpected serious illness, breakage of prosthesis and loosening of implanted limb prostheses, a medical certificate specifying the diagnosis, the illness, the prognosis and the impossibility of undertaking the trip;
- for death, the death certificate;
- for the loss or damage of material goods, adequate certification (for example, a police report).

At the request of the Emergency Call Centre of the company, the Insured must:

- present an invalidity/inability to work certificate and, if necessary, a medical certificate from a specialist;
- allow the Emergency Call Centre of the company to inquire into the inability to a travel because of accident or an unexpected serious illness based on the medical certificate of a specialist

Failure to comply with even one of the duties above may lead to the total or partial loss of the right to indemnity as set out by Art. 8 of the General Conditions

## 10. Percentage of cover

This cover is given with fixed percentage of 20% of the amount of the penalty, with a minimum of € 25 per person to be paid by the Insured.

The percentage will not be applied for hospital admission.

## 11. Maximum limit Insured

The maximum limit must be equal to the cost of the trip. The cost of services not included in the price of the trip (for example, for optional programmes) is also covered by insurance, on condition that it was specifically included in the maximum limit.

If the maximum limit is less than the price of the trip (the so-called under-insured trip or partial insurance), the company will pay a proportionally reduced amount if there is an indemnifiable incident, with subsequent deduction of the percentage, pursuant to Art. 1907 of the Civil Code.

## Reimbursement of medical expenses

### **Special conditions**

#### 1. Scope of the insurance

If an illness occurs in an acute, unpredictable form and the start of the relative treatment cannot be delayed during the period of validity of the cover or, for an injury, the company will reimburse the medical expenses, within the maximum limit indicated in the policy, ascertained and documented sustained abroad by the Insured.

'Abroad' means localities outside Italy, and any nation where the Insured has permanent residence.

#### 2. Medical expenses abroad

The company will reimburse medical expenses sustained abroad for the cures carried out or prescribed by doctors. In particular, the cover includes expenses relating to:

- admission to a medical institution including a surgical operation;
- outpatients' treatment (outpatients' medical checks, diagnostic checks and laboratory tests) as long as pertinent to the illness or injury reported;
- drugs prescribed by the local doctor, as long as pertinent to the illness or injury reported;
- for premature birth abroad, the expenses of the care necessary abroad for the newborn baby are also reimbursed (as an exception to Art. 1 of the General Conditions), up to the amount of the maximum limit of € 50,000 per event;

- urgent dental care to relieve pain, consisting of simple or temporary fillings and operations aimed at reinstating dental function, up to the amount of the maximum limit of € 250 per event;
- devices and equipment (e.g. crutches, or hire of a wheelchair), if required for the first time after an injury or an illness occurring during the trip, up to the amount of the maximum limit of € 250 per event;
- if the return home of the Insured has to be organised with medical transport but such transport is still not possible at the end of the cover, as an exception to Art. 3 of the General Conditions, the company will reimburse the medical expenses sustained until the day on which the Insured can return, for no more than 30 days from the occurrence of the incident;
- substitute flat-rate hospital costs: if admission to hospital abroad is necessary, the Insured can choose to request the payment of a flat-rate hospital cost of € 50 per day of admission in a medical institution, replacing the reimbursement of the relative costs of hospital care. The right to choose must be exercised before the start of hospital care and the Emergency Call Centre of the company must be informed immediately;
- the documented costs of the telephone calls made in an emergency to contact the Emergency Call Centre of the company will be reimbursed up to an amount of € 25 per event.

## 3. Medical expenses in Italy

If the Insured requires medical care during the trip, the company will reimburse the integrating services supplied by the Italian National Health system for the following costs:

- outpatients medical care up to a maximum limit of € 500;
- flat-rate of € 50 for every day of admission to hospital for a maximum of 30 days from the start of the hospital care, as long as admission occurs in the holiday location and on the occurrence of a serious illness or accident.

## 4. Exclusions

The insurance is not operative for:

- care which was the purpose of the trip;
- care prescribed by the doctor, known to the Insured from departure, to be continued during the trip (e.g. dialysis);
- worsening of physical conditions, if predictable at the start of the trip;
- purchase or repair of pacemakers, prostheses and visual supports;
- the health care costs relating to injuries or illnesses caused by mental illness or loss of consciousness, if due to the consumption of alcohol, drugs, sedatives, sleeping tablets or other substances;
- acupuncture, mud and massages;
- medical home care;
- psychoanalytic, psychotherapeutic or hypnosis treatment;
- costs for the cure or elimination of physical defects or congenital malformations, aesthetic applications, physiotherapy, spa and slimming cures;
- the so-called OTC medicines or self-medication, even if prescribed;
- any expense where the Insured has not reported admission to hospital (including Day Hospital) to the Emergency Call Centre or A&E treatment;
- expenses for medical care that is not medically necessary and exceeds the usual level of the foreign country for those expenses. In this case, the company may reduce the indemnity to the costs normally paid in similar cases;
- expenses sustained for the voluntary interruption of pregnancy;

n) quarantine, for epidemics with a pandemic nature, of such gravity and virulence that result in a high mortality, i.e. that restrictive measures are required in order to reduce the risk of transmission to the civilian population.

#### 5. Duties of the Insured if there is an incident

The Insured must immediately contact the Emergency Call Centre of the company and before any personal operation in the following cases:

- hospital admission;
- admission in A&E;
- outpatients' checks whose overall amount exceeds the sum of € 300;
- to authorise any costs and activate the necessary procedures at the hospital abroad.

No reimbursement is planned if the Emergency Call Centre has not been contacted in advance. The Insured must transmit the true copy of the original of the medical case notes, as well as the originals of the invoices, bills and receipts, duly receipted; i.e. transmit, in place of the aforesaid originals, photocopies as long as annotated by another Insurer with the indication of the amounts he has reimbursed. Non-compliance with just one of the above duties may lead to the total or partial loss of the right to indemnity, pursuant to Article 1915 of the Civil Code..

#### 6. Excess

An excess of € 100, which will be the responsibility of the Insured, will be deducted per event from the indemnity due for medical expenses sustained abroad. This excess will not be applied:

- to expenses sustained for admission to hospital, with the exclusion of day-hospital and admission in A&E;
- to the Insured who is under 18 years old;
- if the Insured has already requested the reimbursement from another insurance company and this is obliged to liquidate the damage.

### Health assistance

#### Special conditions

##### 1. Scope of the insurance

The company will give assistance 24 hours a day through its Emergency Call Centre if the Insured incurs one of the following health emergencies during the trip.

##### 2. Illness and injury

Information of a medical nature:

On request, the Emergency Call Centre of the company will supply medical information arranged by a doctor in Italian or English, where possible, both before and during the trip.

Admission to hospital:

If the Insured is admitted to hospital, the Emergency Call Centre of the company will supply the following services:

- Exchange of information between doctors  
Contacts will be established with the doctors caring for the Insured through the doctor appointed by the Emergency Call Centre and, if necessary, with the Insured's doctor, ensuring the exchange of information. On request, the Emergency Call Centre will arrange to supply information to the Insured's family members;
- Visits in hospital  
If admission extends beyond five days, the Emergency Call Centre will organise the return trip of a family member to go to the Insured in hospital and accept responsibility for the cost of the means of transport that the Emergency Call Centre considers most opportune;
- Guarantee for the payment of hospital expenses  
The Emergency Call Centre will guarantee the medical institution the payment of the

hospital expenses up to a maximum limit of € 15,000.

On request, the Insured and, on his behalf, the company will manage the reimbursement with the insurance company with which the Insured has a current policy for medical expenses.

Every amount advanced by the Emergency Call Centre of the company and not reimbursed by the above insurance, must be reimbursed by the Insured to the company within 30 days of the written request.

- Patient transfer

Respecting the specific operational conditions and in consideration of the Insured's state of health and the state of need, the Emergency Call Centre will organise the patient transfer of the Insured, subject to the agreement of the doctors, to the place of residence or the nearest appropriate medical institute. In its unquestionable judgement, the Emergency Call Centre will identify the most appropriate means of transport and accept responsibility for the cost of the transfer.

- Extension to stay

If the Insured, or a person connected to him as per Art. 3 of the Section Cancellation of trip who is travelling with him, cannot be transported because of an injury or a serious illness occurring during the trip, and the trip cannot be continued as planned, the company will pay the Insured the additional cost for the stay:

- for a maximum of 30 days, if the connected person accompanying him is in hospital;
- i.e. up to € 750, if there is only treatment in progress outside hospital.

Reimbursement of the above costs will be made taking as reference the amounts shown on the original bookings.

This cover does not apply to the reimbursement of hospital expenses.

- Sending urgent medicines

If, for unexpected reasons, the Insured does not have medicines registered in Italy and essential for his state of health, the Emergency Call Centre will arrange to send him the said medicines, respecting the regulations concerning the purchase and transport of medicines. The Insured must reimburse the cost of the medicines within 30 days of the request.

- Return of the body

If the Insured dies during the trip, the Emergency Call Centre will arrange to organise the return of the body with transport to the place of burial, at the request of close family. The costs of the funeral and burial are excluded and the total responsibility of the heirs.

Transport is made according to the international regulations on the matter.

- Return journey of children who are minors

If children of less than 16 taking part in the trip can no longer be followed because of the death, injury or sudden serious illness of the Insured, the Emergency Call Centre will organise their return journey to the residence, ensuring that they are adequately accompanied.

In the above case, any additional costs with respect to those of the return journey originally planned will be the responsibility of the company.

- Search, rescue and recovery

For search, rescue or recovery operations of the Insured following injury, the company will pay their costs up to a maximum limit of € 5,000.

- Exclusions

The company is not required to pay indemnities to replace the assistance covers

due because of facts attributable to the Insured or force majeure, or again for the reasons described below. The company cannot be held responsible for:

- delays or impediments in the performance of the agreed services, due to force majeure or provisions of the local authorities;
- errors, misunderstandings or any other type of imprecision occurring in the provision of the agreed services and that has wholly or partly compromised their use, if this is due to imprecise communications received from the Insured;
- failure to contact the Emergency Call Centre or, however, without the its prior authorisation;
- infirmities or lesions that, in the opinion of the doctors, can be cured locally during the trip or that, however, do not prevent its continuation.

#### 8. Duties of the Insured if there is an incident

Before undertaking any personal initiative, the Insured must make immediate contact with the Emergency Call Centre of the company, advising the type of assistance required and also his personal identification data, and the address and telephone number of where he's calling from, to enable the Centre to call him back immediately, and he must follow the instructions he will be given.

Non-compliance with just one of the duties in the paragraph above may lead to the total or partial loss of the right to indemnity, pursuant to Art. 1915 of the Civil Code.

### Travelling assistance

#### Special Conditions

##### 1. Scope of the insurance

The company will give assistance 24 hours a day through its Emergency Call Centre if the Insured incurs in one of the following emergencies during the trip.

##### 2. Theft or loss of payment instruments, travel documents and baggage

a) Payment instruments:

If the Insured suffers a theft or losses the cash or means of payment he has with him, the Emergency Call Centre of the company will arrange to contact the Insured's bank, where possible, to:

- organise the transfer of the necessary sum to the Insured;
- organise the despatch of a maximum advance of € 1,500 by the Emergency Call Centre, which must be returned to the company within 30 days of the end of the trip, if the Insured is unable to make contact with his bank.

b) Credit and ATM cards: in the event of theft or loss of credit or ATM cards, the Emergency Call Centre will assist the Insured in blocking the cards. The company will not in any way be liable for any problems in the blocking operation or the pecuniary losses occurring despite the block.

c) Travel documents: in the event of loss of the travel documents, the Emergency Call Centre will assist the Insured in obtaining a duplicate.

d) Baggage: for the loss of baggage, the Emergency Call Centre of the company will assist the Insured in looking for it at the airline carrier and travel organisation.

##### 3. New travel bookings

The Emergency Call Centre of the company will assist the Insured in the making a new travel booking in the following cases:

- delayed, cancelled or missed flight, and also another means of transport booked by the Insured;
- Overbooking, i.e., if the Insured cannot start or continue the trip booked according

to the original programme because of excess bookings of the means of transport;

c) early return journey, if the return trip is reprogrammed because of an emergency, even if not covered by insurance.

#### 4. Transmission of messages

If the Insured wants to alter the travel programme, including for the reasons in Article 3 above, or suffers a sudden emergency, at his request the Emergency Call Centre will arrange to inform the family members and employer.

#### 5. Travel information

On the request of the Insured, the Emergency Call Centre will supply:

- the address of the closest diplomatic office;
- advice to travellers and information on their safety arranged by the Foreign Ministry.

#### 6. Arrest of the Insured

If the Insured is arrested or incriminated, the Emergency Call Centre will assist him in looking for a lawyer and an interpreter. In addition, it will advance the legal and court costs, and those of the interpreter up to the amount of € 2,500 and, if necessary, the sum of the bail up to an amount of € 12,500 subject to supply of adequate bank guarantee.

#### 7. Exclusions

The company cannot be held responsible for:

- delays or impediments in the performance of the agreed services, due to force majeure or provisions of the local authorities;
- errors, misunderstandings or any other type of imprecision occurring in the provision of the agreed services and that has wholly or partly compromised their use, if this is due to imprecise communications received from the Insured;
- damage arising from the block of payment instruments removed or loss;
- failure to contact the Emergency Call Centre or, however, without its prior authorisation.

## Baggage Insurance

### Special Conditions

#### 1. Insured items

Insured baggage means the personal effects, sports equipment, gifts and mementoes of the trip for personal use and owned by the Insured contained in the baggage handed to the airline/sailing company and private coaches equipped for organised trips.

#### 2. Insured risks

The company will indemnify the Insured for the following incidents:

- Baggage in the retinue:
  - in the event of its deterioration, removal or loss during trip because of:
    - criminal action;
    - accidents to the means of transport;
    - fire, explosions, tempests, lightning, flooding, avalanches, volcanic eruptions, earthquakes or landslides.
- Baggage in storage with the airline, tourist organisation or baggage store in the event of its deterioration, damage or loss, only if registered and in possession of the relative recognition label.
- Baggage in parked motor vehicles: in the event of removal from containers with locks fixed to the motor vehicle, on condition that:
  - the motor vehicle and containers were locked with a key;
  - the theft happened during the day, between 6.00 am and 10.00 pm.

#### 3. Criteria of indemnity and sub-limits

If there is a claim, the company will indemnify based on the following criteria, up to the amount of the liability limit:

- **If there are no receipts** or other proofs of purchase of the goods involved in the claim, the company has the right to refuse

reimbursement totally or, at its own discretion, pay a lump-sum amount which, however, cannot exceed the sum of € 150.

- **If there are receipts** and proofs of purchase:
  - the current value, as long as documented, for the destroyed, stolen or lost items;
  - the lower amount between the cost of repair and current value for damaged items;
  - considering mobile phones, smartphones, electronic, digital and photo-cine-optical goods as a single item;
  - a **maximum limit of € 80** per person for identity documents, visas, driving licences for motor vehicles and the cost required by the relevant offices for the issue of duplicates;
  - for delays in the return of baggage of more than 8 hours, **up to a maximum of € 120** for essential purchases (cover only valid for the outward journey).
  - for an event caused by third parties who have the baggage in keeping (e.g. hoteliers, airlines and tourist resorts), supplementing the amount reimbursed by the third party and up to the limit of the sum insured or the specific sub-limits indicated.
  - In any case, up to a **maximum of € 100 per item**.

#### 4. Exclusions

The insurance does not include:

- spectacles, contact lenses, acoustic devices and prostheses;
- cash, securities, tickets and documents of any type except for identity documents, visas and motor vehicle driving licences;
- economic losses depending on the damaging events as per Art. 2;
- things in motor vehicles left unattended between 10 pm and 6.00 am;
- samples of goods, equipment or instruments only for professional use;
- any event dependent on insufficient and/or inadequate packaging, unattended baggage, normal wear, factory defects and atmospheric events;
- any breakage or damage to hand baggage unless it was the result of a theft, robbery, bag-snatch or caused by the airline;
- photo cine optical equipment sets entrusted to third parties (airlines, hoteliers, etc.);
- any report presented by the Insured to the airline carrier, tour operator or tourist organisation after the return to his domicile;
- unattended car parks;
- wheels and handles of suitcases, trolleys and pushchairs;
- clothing, items of value and accessories worn;
- any reimbursement requested after the return to the domicile/residence.

#### 5. Limitations

Without prejudice to the sums insured and the maximum reimbursable limit, the insurance operates within the following limits:

- photo cine optical equipment, including the relative accessories, are insured, cumulatively, up to the sum of 50% of the maximum limit. They are covered only if in the retinue of the Insured, or if transported in a safe way by him;
- IT equipment and software, including the accessories, if with the Insured, are covered by insurance up to a maximum of € 500;
- sports equipment, including accessories, is insured up to a maximum of € 500 and, however, the damage must not be attributed to its normal use;
- documented costs for the purchase of essential clothing paid by the Insured for a maximum of € 150, following the total theft of the baggage, integrating the

reimbursement received from the airline carrier;

- gifts and mementoes are insured up to a maximum of 10% of the maximum limit;
- the insurance covers the damage to baggage suffered on campsites only if the incident occurred in an organised site;
- for identity documents, visas, and driving licences, the cost required by the competent offices for the issue of duplicates up to a maximum limit of € 150 per person.

#### 6. Excess

Every incident will have an excess of € 100. The excess will not be applied if:

- the loss or damage occurred during the acceptance and taking of goods by the airline carrier;
- the Insured has previously made a report to another Insurer and this is in the progress of liquidating the claim.

#### 7. Duties of the Insured if there is an incident

- In the event of removal or damage to insured items, caused by criminal action, the Insured is required to present the documentation below in a registered letter with return receipt within 5 calendar days of the day on which the insured event occurred:
  - authentic copy of the report of the incident issued by the competent authority, bearing a complete list of the things removed or damaged;
  - original invoices, tax receipts or receipts, proving the value of the goods damaged or removed and their date of purchase;
  - repair invoice or the declaration of irreparability of the goods damaged or removed on the headed letter paper of a concessionaire or sector specialist, complete with the tax codes of the Insured and the supplier of the service;

- for baggage lost by the airline carrier:
  - a copy of the Baggage Irregularity Report (PIR) made immediately at the airport office specifically for complaints concerning lost baggage;
  - copy of the letter of complaint sent to the airline carrier with the request for compensation and the letter of reply from the airline.

Damage to baggage left in storage must be notified to the airline carrier or tourist organisation immediately. If the damage is not evident from the outside, the carrier must be requested to produce a written declaration of what happened as soon as possible, within the terms set out for the report but, in any case, not more than seven days from the collection of the baggage.

Non-compliance with just one of the duties above may lead to the total or partial loss of the right to indemnity, pursuant to Art. 1915 of the Civil Code.

#### 8. Wilful misconduct and gross negligence of the Insured

The company is not obliged to compensate for incidents caused by the wilful misconduct or gross negligence of the Contracting Party and the Insured, as set out by Art. 1900, sub-para 1, of the Civil Code.

## Delays cover

### Special Conditions

#### 1. Scope of the insurance

The company will reimburse the costs sustained by the Insured arising from:

- delay in means of public transport;
- delayed collection of baggage.

#### 2. Delays in means of public transport

The company will reimburse the documented costs for board and lodging, up to the total of € 150 per event, if the trip undergoes a delay of more than 4 hours because of a delay in the means of public transport.

#### 3. Delayed collection of baggage



The company will reimburse the documented costs for the purchase of replacement items necessary for the continuation of the trip up to the amount of € 250 per event if the baggage delivered by the airline does not reach the destination after 24 hours from the day on which it was reached by the Insured because of delays in the transport.

#### 4. Duties of the Insured if there is an incident

The Insured is required to have the delay in the collection of the baggage or public transport certified and send this document to the Emergency Call Centre of the company.

Non-compliance with just one of the duties above may lead to the total or partial loss of the right to indemnity, pursuant to Art. 1915 of the Civil Code.

### Injuries while travelling

#### Special Conditions

##### 1. Scope of the insurance

The insurance applies to injuries suffered by the Insured during the trip, in the terms indicated below and with the limits set out by the subsequent clauses. Events due to accidental, violent and external, causes producing bodily lesions objectively ascertainable resulting in death or permanent invalidity are considered injuries. The cover also includes:

- sprains and/or strains of muscles, tendons, ligaments or joints following exceptional stress;
- lesions suffered by the Insured in the attempt to defend himself from an aggression or during the attempt to save people or things or generically of acts of solidarity.

##### 2. Age limits

The insurance applies to people under the age of 70. Nevertheless, for those who reach this age during the contract, the insurance will maintain its validity until the expiry of the policy, as clarified in Art. 3 of the General Conditions.

##### 3. Exclusions

Injuries caused by the following are excluded from the insurance:

- mental disorders, apoplectic fits, convulsive crises and other pathological disorders of psychic origin, as well as from drunkenness, abuse of drugs, use of narcotics and hallucinogens;
- all aerial activities and all sports activities, and also all the acts of daring included in the list of Art. 6 (f) of the General Conditions;
- medical treatment, surgical operations, radiation or infections, unless these arise from injury;
- intentional participation of the Insured in criminal acts, committed or attempted;
- and also the subcutaneous rupture of the Achilles tendon;
- driving vehicles for which a licence of a category higher than B is prescribed and motor vessels for non-private use;
- the use, even as a passenger, of aircraft.

##### 4. People who cannot be insured

The provisions of Art. 7 of the General Conditions apply for this injury insurance.

##### 5. Criteria for indemnifying

The company will pay the indemnity for the direct, exclusive and objectively ascertainable consequences of the injury that is independent of pre-existing physical or pathological conditions. If the Insured is not physically intact or healthy at the time of the injury, only the consequences that would have occurred if the injury had struck a person physically intact and healthy can be indemnified.

If there is anatomic loss or functional reduction of an organ or limb already impaired, the percentages in the Table, as per Article 7 below, will be reduced taking account of the degree of pre-existing invalidity.

#### 6. Death of the Insured

If the injury results in the death of the Insured within a year of the event, the company will pay the sum insured to the designated beneficiaries or, if no designation was made, equally among the heirs of the Insured.

The indemnity for death cannot be accumulated with that for permanent invalidity. However, if the Insured dies as a consequence of the same injury after payment of the indemnity for permanent invalidity, only the difference between what has already been paid for permanent invalidity and the indemnity for death, if higher, will be paid.

#### 7. Permanent invalidity

If the injury results in permanent invalidity, and this shows within a year of the event, it must be reported within 90 days of the date of appearance and documented by medical certification.

If the permanent invalidity is total, the company will pay the sum insured. If the permanent invalidity is partial, the company will pay the indemnity calculated on the sum insured in percentage proportion to the degree of permanent invalidity ascertained by reference to the values in the Table set out in Appendix 1 to Presidential Decree 1124 dated 30 June 1965.

For impairments different from those listed in the Table indicated in the previous paragraph, the percentages in the Table will be reduced in proportion to the degree of function lost. The total anatomic or functional loss of several organs or limbs results in the application of a percentage of invalidity equal to the sum of the individual percentages due for each lesion, with the maximum of 100%.

If the Insured dies within one year of the injury for reasons independent of the injury, if the conditions existed for an invalidity indemnity not yet defined, the assessment will be made on the basis of the results of the last medical tests to which the Insured was subjected.

#### 8. Duties of the Insured if there is an incident

For injury, after telephonic contact with the Emergency Call Centre, the Insured (or the beneficiaries in the event of death) must send a written report to the Emergency Call Centre of the company containing the detailed description of how the event happened, with the indication of the place, date and time, supported by medical certificate and any report of the authority that intervened as soon as possible.

The course of the lesion must be certified by additional medical documentation, until complete recovery or the stabilisation of the sequelae. The Insured must transmit a true copy of the original medical case notes and each document, medical or not, requested by the Emergency Call Centre in the event of admission to a health institution.

The Insured or those having the right must consent, in any case, to the investigations, assessments and checks, also of a medical nature on the person of the Insured, by the Emergency Call Centre, considered necessary in the unquestionable judgement of the same Emergency Call Centre for the purposes of ascertaining the right to indemnity and its quantification.

Non-compliance with the duties relating to reporting the incident and/or those subsequent as per the previous paragraphs, may lead to the total or partial loss of the right to indemnity, pursuant to Art. 1915 of the Civil Code.

#### 9. Payment of the indemnity for permanent invalidity

The company will indemnify the Insured in accordance with the criteria of Articles 5 and 7 of this Section of the policy on the basis of the medical opinion of the doctor appointed by the

company. If there is disagreement between the parties on the percentage of permanent invalidity to be paid, the Insured undertakes to ask for a 'preventive technical consultancy for the settlement of the dispute' pursuant to Art. 696b of the Civil Procedure Code, before any legal action.

#### 10. Accumulation of risks

If there is an event involving more than one Insured person, the maximum payment by the company cannot exceed the amount of € 500,000 overall. If the total amount of the event exceeds that figure, the excess cost will be the responsibility of the insured people involved in the same event and shared proportionally between them.

### Third party liability

#### Special Conditions

##### 1. Scope of the insurance

The company undertakes to hold harmless the Insured of what he is required to pay as civilly liable pursuant to the law, by way of compensation (capital, revaluation, interest and legal costs) for damage accidentally caused to third parties, death, personal injuries and damage to things, as a result of an accidental fact occurring while travelling in the sphere of the private life.

The company also undertakes to give the guarantee or pay the bail the Insured is required to pay, pursuant to the law, to avoid enforcement of a judicial decision. The covers above are given up to the maximum limit indicated in the frontispiece prospectus of the policy.

##### 2. Limitation for trips to the USA and Canada

The cover is given up to the limit of an amount corresponding to 80% of the maximum policy limit with the exclusion, in any case, of punitive or exemplary damages for accidents occurring in the USA and Canada.

##### 3. People not considered third parties

For the purpose of this cover, the following are not considered third parties:

- the spouse, parents and children of the Insured, and also any other relative or kin living with him;
- the people connected to the insured person, included in the same trip, and their relatives and carers, as set out by Art. 3 b, c and d of the Section Cancellation of trip of this policy;
- people who, having an employee or almost subordinate status with the Insured, suffer damage during work or service.

##### 4. Exclusions

The cover does not include damage arising from:

- contractual liability as the insurance is limited to the non-contractual liability of tort;
- the exercise of professional activity or, anyway, work, public or private, the fulfilment of appointments, also honorary, performance and/or organisation of dangerous or unusual activities by the Insured;
- the transmission of an illness by the Insured;
- the ownership, possession and use of animals;
- the ownership, use and driving of a motor vehicle, aeroplane, motor vessel, and sailing vessel longer than 6.5 metres;
- the practice of hunting, boxing and wrestling in all its forms, and also participation in races and competitions on horseback, bicycle or motor vehicles;
- the exclusion extends to training and preparation for all six risks above;
- the loss, theft or damage of articles of third parties the Insured has in possession or safe-keeping, for any reason or destination, including the furnishings and installations of hotel rooms.

#### 5. Excess

An excess of € 150, to be paid by the Insured, applies to each incident.

#### 6. Duties of the Insured if there is an incident

If there is an incident, the Insured must give immediate notice in writing in a registered letter with return receipt to the Emergency Call Centre of the company within 3 days of when he was advised. The Insured must also follow-up, as soon as possible, sending the additional indications and news about how the damaging fact that he has been advised of happened, and also the documents, in particular the requests for compensation of the third party, and all the legal documents (writs, injunctions for payment, etc.) relating to the claim that he received subsequently.

If the Insured wilfully or negligently omits or delays the presentation of the claim report and

the sending the subsequent documentation, the company has the right to refuse or reduce the payment of the damage because of the prejudice suffered, pursuant to Art. 1915 del Civil Code.

#### 7. Management of disputes. Legal charges

The company will assume the management, in and out of court, while it has an interest, of the dispute in civil, criminal and administrative courts, in the name of the Insured, designating, where necessary, lawyers or technicians, and using all the rights and actions due to the Insured.

The Insured is required to co-operate to enable the management of the aforesaid disputes and appear personally in court where the procedure requires.

The company has the right to recover the damage suffered through non-compliance with those duties from the Insured.

The expenses paid to oppose the action moved against the Insured are the responsibility of the company, within the limit of one quarter of the maximum limit established on the insurance certificate for the damages the case refers to. If the sum due to the injured party exceeds the said maximum limit, the expenses will be shared between the company and the Insured in proportion to the respective interest.

The company will not reimburse the expenses paid by the Insured for lawyers or technicians it has not appointed and will not pay fines, the costs of criminal justice or tax sanctions.

#### 8. Limitation

The provisions of Art. 11 of the General Conditions apply.