

Viaggi Nostop Soluzione Visto - Insurance Terms and Conditions

DEFINITIONS

Insured Party: the natural person resident in Italy, the Republic of San Marino or the Vatican City, whose name is given on the Policy Form. For "Assistenza parti Sereno" ["Leave with peace-of-mind Assistance"] insurance (Section I), the term Insured Party means the family member resident in Italy, the Republic of San Marino or the Vatican City, of the person whose name is given on the Policy Form. For "Assistenza on the road" ["Assistance on the road"] insurance (Section L), the term Insured Party means the driver authorised to drive the vehicle the number plate of which is given on the Policy Form.

Insurance: the insurance contract.

Luggage damage: any damage suffered by the luggage during travel by boat or air.

Luggage: the items of clothing, sports articles and personal hygiene articles, photographic-cinematographic-optical materials and the suitcase, bag or rucksack that may hold them and which the Insured Party brings with him/her when travelling.

Collection: the collection, ordered according to certain criteria, of rare or curious objects of a specific type and category.

Contracting Party: the natural person resident in Italy, the Republic of San Marino or the Vatican City, or the legal entity with registered office in Italy, the Republic of San Marino or the Vatican City, stipulating the Insurance Policy in Italy, the Republic of San Marino or the Vatican City, for himself or in favour of third parties, and paying the relevant charges.

Territorial scope: the countries where the claim took place and where the provisions and guarantees are given, without prejudice to any different operations as indicated in the individual sections and the exclusions set out therein.

They are divided up into four groups (as specified on the Policy Form):

A) EUROPE: Albania, Algeria, Andorra, Austria, Belgium, Belorussia, Bosnia Herzegovina, Bulgaria, Croatia, Denmark (excluding Greenland), Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, Ireland, Iceland, Liechtenstein, Latvia, Libya, Lithuania, Luxembourg, Macedonia, Malta, Morocco, Moldavia, Principality of Monaco, Montenegro, Norway, the Netherlands, Poland, Portugal, the United Kingdom, the Czechoslovakian Republic, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine and Hungary.

B) WORLD: group A) countries and all other countries worldwide **excluding the USA and CANADA.**

Excluded countries:

The following geographic areas are excluded: Afghanistan, Antarctica, Cocos, South Georgia, Heard and Mc Donald, Bouvet Island, Christmas Island, Pitcairn Island, Chagos Islands, Falkland Islands, Marshall Islands, Minor Outlying Islands, Salomon Islands, Wallis and Futuna Islands, Kiribati, Micronesia, Nauru, Niue, Palau, West Sahara, Samoa, Saint Helena, Somalia, French Australian territories, West Timor, East Timor, Tokelau, Tonga, Tuvalu and Vanuatu.

Europ Assistance: the insurance company and, therefore, Europ Assistance Italia S.p.A. - Piazza Trento, 8 - 20135 Milan - Company authorised to provide insurance by Decree no. 19569 issued by the Ministry for Industry, Trade and Crafts on 02 June 1993 (Official Journal no. 152 of 1 July 1993) - registered in section I of the Official Roll of Insurance and Reinsurance Businesses under no. 1.00108 - Company belonging to the Generali Group, registered with the Official Roll of Insurance

Groups - Company subject to the management and coordination of Assicurazioni Generali S.p.A..

Catastrophic event: the claim that involved more persons/entities at the same time and insured for the same risks. It is considered as single event, the claim occurred during the 168 hours, by acts of terrorism.

Family member: brother/sister, son/daughter, spouse or co-habiting partner more uxorio, parent of the person travelling, specified on the Policy Form.

Deductible: the amount that is in any case paid by the Insured Party for each claim or the percentage of invalidity established.

Theft: taking possession of personal property of others, stealing it from the legitimate owner, in order to obtain undue profit for oneself or others.

Guarantee: the insurance for which, in the event of a claim, Europ Assistance will recognise indemnity and for which the related premium has been paid.

Implosion: repeated giving way of containers due to lack of internal pressure.

Fire: combustion, with flames, of property outside an appropriate fireplace, with a tendency to spread and propagate.

Indemnity/Compensation: the amount due by Europ Assistance in the event of a claim.

Injury: the event caused by pure bad, external luck resulting directly in physical injury that can objectively be noted and with the consequence of death, permanent invalidity or temporary incapacity.

Healthcare Institute: the public hospital, clinic or care home, whether in an agreement with the National Health Service or private, duly authorised to provide hospital assistance. **Thermal baths are excluded, along with convalescence and residential homes, dietary and beauty clinics.**

Illness: a change in health not caused by an injury.

Chronic Illness: illness that is pre-existing as at the stipulation of the Policy and which has, in the last 12 months, involved diagnostic investigations, hospital stays or treatment/therapy.

Sudden Illness: an illness of acute onset of which the Insured Party was not aware and which in any case has not been a manifestation, even if sudden, of a pathology known to the Insured Party and/or which arose prior to the start of travel.

Pre-existing Illness: illness that is the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the Policy began.

Maximum Cover/Amount Insured: the maximum payout established by Europ Assistance in the event of a Claim.

Policy Form: the document signed by the Contracting Party and Europ Assistance that identifies Europ Assistance, the Contracting Party, the Insured Party and that contains the data relating to the Policy and forms an integral part thereof.

Policy: the contractual document that regulates relations between Europ Assistance and the Contracting/Insured Party.

Premium: the amount due by the Contracting Party to Europ Assistance in exchange for the stipulation of the Insurance.

Service: the assistance to be supplied in kind, i.e. the aid that must be provided to the Insured Party in the event of a claim coming under the scope of the assistance guarantee, i.e. when required, by Europ Assistance, through its Organisational Structure.

Robbery: the gaining possession of the movable property of another person, removing it from its owner, in order to gain unjust profit for him/herself or others, by means of personal violence or threats against the person, in accordance with Art. 628 of the Italian Criminal Code.

Residence: the place in which the natural person generally lives, as resulting from the personal data certificate.

Hospitalisation Fees: hotel and medical-nursing assistance supplied as standard by the structure.

Hospitalisation: a stay in a Healthcare Institute involving at least one night.

Risk: the probability that the claim occurs.

Excess: the part of the amount of the damages, expressed as a percentage, which remains at the expense of the Insured Party, with a minimum charge that is expressed as an absolute value.

Burst: repeated breakage of containers due to excess internal fluid pressure, not due to explosion. The effects of ice and water hammer are not considered as burst.

Claim: the damaging event for which the service/insurance guarantee is recognised.

Medical/Pharmaceutical/Hospital Expenses: these are the expenses of surgery (fees of the surgeon, aide, assistance, anaesthetist, operating theatre fees and surgical materials) and healthcare expenses (hospitalisation fees, specialised medical consultancies, medicinal products, examinations and diagnostic tests).

Organisational Structure: the structure of Europ Assistance Italia S.p.A. - Piazza Trento, 8 - 20135 Milan, comprising managers, staff (doctors, technicians, operators), equipment and devices (centralised and otherwise), operative 24 hours a day, 365 days a year or within alternative limits as may be established by contract, which establishes telephone contact with the Insured Party and deals with the organisation and delivery of the assistance provided for in the policy.

Terrorism: Every act of violence, or threat of violence, aimed to an unspecified group of people, committed for political, religious, ethnic, ideological or similar reasons, is regarded as terrorism. The act of violence, or threat of violence, can generate panic, terror, insecurity in the population or part of it, can influence the Government or State institutions, to force them to take decisions to do, or tolerate solutions they would have never accepted under normal circumstances. Internal disorders, such as violence against people or property, committed in connection with mass gatherings, riots or tumults, as well as damages due to looting - in direct relation to internal disturbances - are not considered as terrorist acts.

Credit Rights: government securities, bonds of public and private entities, shares in companies, bills of exchange, bankers' drafts, postal cheques, commodity orders, savings books and similar.

Transaction: agreement whereby the Parties.

Values: cash, value cards, stamp duty and postal values and credit rights in general.

Travel/Trip: the move of the Insured Party for tourism or study purposes.

In the event of travel by aeroplane, train, coach or ship, reference is made to the journey from the station of departure (airport, port or road/rail/tram station) to that of arrival in Italy. If travelling by car or any other means apart from ship, aeroplane or coach, reference is made to any location more than 50 km from the place of residence in Italy of the Insured Party.

RULES REGULATING THE INSURANCE IN GENERAL

Art. 1. - DECLARATIONS RELATING TO RISK CIRCUMSTANCES

Inaccurate statements or reticence on the part of the Insured Party in reporting circumstances affecting the risk assessment may entail the

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complete or partial loss of the right to insurance provisions/guarantees and termination of the insurance in accordance with Articles 1892, 1893 and 1894 of the Italian Civil Code.

Art. 2. - OTHER INSURANCE

In the event of a claim, the Contracting/Insured Party must notify Europ Assistance in writing of the existence and subsequent stipulation of other insurance policies he/she has subscribed with the same characteristics as this with companies other than Europ Assistance, in accordance with Art. 1910 of the Italian Civil Code.

Art. 3. - START DATE AND DURATION OF INSURANCE - PAYMENT OF THE PREMIUM

The Insurance shall run from midnight on the date specified on the Policy Form, expiring at midnight on the date specified there; the Insurance shall take effect as from midnight on the date on which the premium is paid. *If the Contracting Party should fail to pay the premiums or subsequent premium instalments, the insurance shall be suspended from midnight on the fifteenth day after the date on which payment was due and shall resume effect as from midnight of the date on which payment is made. This is without prejudice to the subsequent due dates and right of Europ Assistance to receive payment of overdue premiums, in accordance with Art. 1901 of the Italian Civil Code.*

Only if travel is prolonged as a result of events of force majeure that can be traced and documented by the carrier, which prevent the Insured Party from returning on the date envisaged, shall the expiry date of the Insurance be considered as postponed until the time at which the Insured Party effectively returns, for a maximum period of 48 hours from the original expiry date.

Art. 4. - WORSENING OF THE RISK

The Contracting/Insured Party must provide Europ Assistance of written information on any worsening of the risk. *Any worsening of risk not known to or accepted by Europ Assistance may entail the complete or partial loss of the right to provisions/indemnity and termination of the insurance, in accordance with Art. 1898 of the Italian Civil Code.*

Art. 5. - REDUCTION OF THE RISK

If the risk should reduce, Europ Assistance must reduce the premium or premium instalment after communication of the Contracting/Insured Party in accordance with Art. 1897 of the Italian Civil Code and waive the related right to withdraw.

Art. 6. - TAX CHARGES

Tax charges connected with the insurance are paid by the Contracting Party.

Art. 7. - LAW GOVERNING THE CONTRACT AND JURISDICTION

The Policy is governed by Italian law. For all aspects not specifically regulated herein and with reference to the jurisdiction and/or competence of the appointed court, the provisions of Italian law apply.

Art. 8. - CONTRACT FORM

The form of the contract is in writing; all changes or variations thereto must take the same

form and must be signed by the parties. Any amendments to the Insurance must be proven in writing.

Art. 9. - PAYMENT CURRENCY

Indemnities and reimbursements are paid in Italy, in euros. If expenses are incurred in non-European Union Member States or in EU Member States that have not adopted the euro as their currency, the reimbursement will be calculated at the exchange rate recorded by the European Central Bank on the date of the issue of the invoice.

Art. 10. - EARLY TERMINATION

In the event of the wind-up and/or early termination of the contract due to cessation of the risk and in the other cases of withdrawal or early termination or annulment established by Articles "Declarations on risk circumstances" and "Worsening of the risk", the entire amount of the premium relating to the insurance period underway when the cause of termination occurred shall be due to Europ Assistance, in accordance with Articles 1892, 1893, 1894, 1896 and 1898 of the Italian Civil Code.

Art. 11. - WITHDRAWAL IN THE EVENT OF A CLAIM

After each claim and within sixty days of its payment or rejection, the Contracting Party or Europ Assistance may withdraw from the Insurance by providing thirty days' notice. If Europ Assistance should withdraw within fifteen days of the date of effect of the withdrawal, it shall reimburse, net of tax, the part of the premium relating to the Risk period not covered. Collection or payment of premiums expired after the claim is reported or after any other act by the Contracting Party or Europ Assistance shall not be interpreted as a waiver by the parties of their right to withdraw. *In any case, Europ Assistance undertakes to provide the services/guarantees for any claims already reported and as may be underway, until conclusion of said claims and for any claims that occurred prior to withdrawal but which were reported thereafter, within the terms established by Art./Articles "Obligations of the Insured Party in the event of a claim" of these Insurance Conditions.*

Art. 12. - CHANGES TO THE PERSON OF THE CONTRACTING PARTY

If the Contracting Party is a business, and if the business, or part of its assets, should be sold, all effects of the policy shall be transferred to the buyer. In the event of a merger of the Contracting Company, the policy shall continue with the acquiring company or with the company resulting from the merger. *In cases of transformation or change to the Contracting Party's company name, this policy shall continue with the new corporate form. The above changes must be declared by the Contracting Party or assignees within fifteen days of their occurrence, to Europ Assistance, which shall have thirty days from said notice within which to withdraw from the contract, providing notice to this effect of fifteen days. In the event of wind-up of the Contracting Company or its liquidation, the policy shall cease with immediate effect and any premiums paid and not used will be reimbursed net of tax.*

Art. 13. - BROKER CLAUSE (only valid for policies intermediated by brokers)

The Contracting Party declares that it has entrusted the management of this Policy to the broker whose name is given on the Policy Form. Consequently, all relations concerning this insurance shall be carried out on behalf of the Contracting Party by the broker, who will deal with Europ Assistance. Communications relating to the matters covered by this Policy, with the exception of requests for assistance and/or reimbursement, may be made by the Parties by means of letter sent recorded delivery or fax, via the broker. All communication thus made will be intended as made directly to the addressee.

Art. 14. - SUBSCRIPTION LIMITS

Upon expiry of the Policy, the Contracting/Insured Party extending travel may not stipulate an additional Policy with Europ Assistance to cover it.

Moreover, regardless of the duration of travel, the Insured Party may not:

- stipulate this Policy once travel has started;
- stipulate the same Policy more than once to guarantee the same risk in order to increase the capitals insured for the specific guarantees beyond the limit envisaged;
- stipulate the Policy indicating a group of countries as destination of those included in the definition of "Territorial Scope", which does not include all steps of travel, even if intermediate or in any case of lesser duration than the others. To this end, joining steps and segments must not be considered. Failure to comply with this provision shall mean that the Policy is not valid.

Art. 15. - LIMITS TO LIABILITY (Article valid for Sections A, G, I and L)

Europ Assistance shall refuse all liability for any damage caused by the intervention of the Authority of the country in which assistance is provided or resulting from any other unforeseeable circumstance of pure luck.

Art. 16. - PERSONS WHO CANNOT BE INSURED (Article valid for Sections A, B and D)

Considering that had Europ Assistance been aware that the Insured Party suffered from alcoholism, drug addiction or was HIV positive, it would not have agreed to provide the insurance, it is agreed that should one or more of the above diseases or conditions arise during the course of the contract, the provisions shall apply as laid down by Art. 1898 of the Italian Civil Code, regardless of the actual evaluation of the health of the Insured Party. In the event of inexact or reticent declarations, the provisions shall apply of Articles 1892, 1893 and 1894 of the Italian Civil Code.

Art. 17. - PROFESSIONAL SECRECY (Article valid for Sections A, B, D and I)

The Insured Party releases any doctors, who may be appointed to examine the claim, from constraints to professional secrecy with regards to Europ Assistance.

Art. 18. - CATASTROPHIC LIMIT (Article valid for sections A,B and D)

In the event that an act is ascribed to a terrorist act, which affects a person covered by the present insu-

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rance policy, or by other policies, entered into with Europ Assistance, the total amount - or catastrophe limit of coverage - at the expense of Europ Assistance, as for the insurance guarantees "Assicurazione Assistenza" and "Assicurazione Spese Mediche", and, (in case of purchase), "Assicurazione Infortuni in viaggio" objects of this Policy shall not exceed the maximum amount of € 10,000,000, per event. In case the costs related to the insurance guarantees "Assicurazione Spese Mediche", "Assicurazione Infortuni in viaggio" (in case of purchase) or the health service assistance provided, exceed the above-mentioned amounts, the insurance benefits entitled to each Insured Party, involved in the claim, shall be adjusted with reduction and allocation proportional to the maximum coverage of the medical expenses insured, or at the cost of the single health service assistance provided, so that the sum of all the indemnifications, reimbursement, costs taken over do not exceed the indicated catastrophe cover limit.

SECTION A - ASSISTANCE INSURANCE

SPECIAL SECTION CONDITIONS

Art. A1 - INSURANCE SCOPE AND COVERAGE

The assistance services, listed in the Services paragraph, which Europ Assistance undertakes to provide through the Organisational Structure if the Insured Party encounters problems after the occurrence of a claim during travel, are provided **up to three times for each type within the Policy duration. Europ Assistance provides assistance in case of terrorism, unless the Insured Party is in a place where political and military events, or the disturbance of the Authorities, would impede Them to fully provide the expected assistance. Europ Assistance shall not be responsible for any failure to comply, if there is a risk of exposing their workers to situations that could result in serious injury or violation of laws and/or regulations.**

SERVICES

1. MEDICAL CONSULTATION

If, in the event of illness and/or injury, the Insured Party should require an assessment of his/her health, he/she may contact the doctors of the Organisational Structure and request a telephone consultation.

It is specified that considering the methods by which the service is provided, this consultation shall not be considered as a diagnosis and shall be provided on the basis of the information acquired from the Insured Party.

2. SENDING OF A DOCTOR OR AMBULANCE TO ITALY

If, after a Medical Consultation (see Service 1), the Insured Party should need a medical examination, Europ Assistance will ensure and pay for the sending to his/her place of domicile of an authorised doctor. If it should be impossible for an authorised doctor to intervene personally, the Organisational Structure will organise the transfer of the Insured Party by ambulance, to the nearest suitable medical centre.

The service will be provided from 8 pm to 8 am, Monday to Friday and 24 hours a day on Saturdays, Sundays and public holidays.

3. INDICATION OF A SPECIALISED DOCTOR ABROAD

If after Medical Consultation (see Service 1), the Insured Party should need a specialist medical examination, the Organisational Structure shall provide him/her with the name of the nearest specialist, according to local availability.

4. RETURN FOR HEALTH REASONS

If, following an injury or sudden illness, the travelling Insured Party should be judged by the doctors of the Organisational Structure and in accordance with the local doctor, to need transportation to an equipped Healthcare Institute in Italy or return to residence, Europ Assistance will organise the return using the method and time frame considered most appropriate by the doctors of the Organisational Structure, after their having consulted with the local doctor, at its expense.

These means may be:

- an air ambulance;
- economy class airline, if necessary with a stretcher seat;
- first class train, with sleeper if necessary;
- ambulance (without distance limits).

A return for health reasons from non-European Union countries is only carried out using economy class airlines. For returns from countries of the Mediterranean Basin, an air ambulance may be used as an exception to the above.

The transport will be entirely arranged by the Organisational Structure, including medical or nursing care during transport, if the doctors of the Organisational Structure should deem it necessary.

Europ Assistance shall have the right to request any travel tickets not used for the return of the Insured Party.

In the event of the death of the Insured Party, the Organisational Structure will arrange and provide for transport of the body to the place of burial in Italy, at the expense of Europ Assistance.

Exclusions

The following are excluded from cover:

- diseases or lesions that, according to Organisational Structure doctors, can be treated locally or do not prevent the Insured Party from continuing his/her trip;
- infectious diseases, if transport involves a violation of national or international medical rules;
- expenses relating to the funeral ceremony or involved in searching for people and/or recovering the body and all expenses not relating to its transport;
- all cases in which the Insured Party or his/her family members voluntarily agree to discharge, against the opinion of the doctors of the facility at which the Insured Party is hospitalised.

5. RETURN WITH A TRAVEL COMPANION OF THE INSURED PARTY

If, after the provisions of a "Return for health reasons" (see Service 4) and "Return of the convalescent Insured Party" (see Service 10), the Organisational Structure doctors should not consider that the Insured Party requires any healthcare during travel to return to his/her place of residence or to the place of hospitalisation in Italy, and a travel companion should wish to accompany him/her, the Organisational Structure will also arrange for the travel companion to return, using the same means as the Insured Party. **Europ Assistance shall have**

the right to request any travel tickets not used for the return of the travel companion.

Maximum cover

Europ Assistance shall pay for the cost of a first class rail ticket or economy class air ticket.

Exclusions

The travel companion's room and board expenses are excluded from coverage.

6. RETURN OF OTHER INSURED PARTIES

If, following a "Return for health reasons" (see Service 4) and a "Return of the Convalescent Insured Party" (see Service 10), the insured persons travelling with the Insured Party should objectively be unable to return to their place of residence with the means initially envisaged and/or used, the Organisational Structure will provide them with a first class rail ticket or an economy class air ticket.

Europ Assistance shall have the right to request any travel tickets not used for their return.

Maximum cover

Europ Assistance shall pay for the cost of a first class rail ticket or economy class air ticket.

7. TRAVEL OF A FAMILY MEMBER

If the Insured Party should be hospitalised in a Healthcare Institute for more than 7 days, Europ Assistance will provide a return first class rail ticket or economy class air ticket, at its expense, to enable a family member they have designated, resident in Italy, to reach him/her.

The Organisational Structure shall deal with any local hotel bookings for the family member designated by the hospitalised Insured Party.

Maximum cover

Europ Assistance will pay for the overnight stay (bed and breakfast) in a hotel with at most 4 stars.

Exclusions

The service excludes hotel expenses other than room and breakfast.

8. ACCOMPANIMENT OF CHILDREN

If, following an injury, illness or case of force majeure, the Insured Party travelling should find himself unable to look after insured children under the age of 15 travelling with him/her, Europ Assistance will arrange for a return first class rail ticket or economy class air ticket, at its expense, to enable a family member resident in Italy to join the children, take care of them and take them back to their residence in Italy.

Exclusions

The accompanying family member's room and board expenses are excluded from coverage.

9. RETURN OF THE CONVALESCENT INSURED PARTY

If, following an injury or illness, the Insured Party should be unable to return to his/her place of residence using the means initially envisaged and **for which travel tickets have already been purchased**, Europ Assistance will, at its own expense, provide him/her with a first class rail ticket or economy class air ticket. **Europ Assistance shall have the right to request any travel tickets not used for their return.**

10. EXTENSION OF THE STAY

If the health of the Insured Party, as certified by a written medical prescription, should prevent

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him/her from making the return journey back to the place of residence on the scheduled date, the Organisational Structure will book a hotel.

Maximum cover

Europ Assistance shall pay for the overnight stay (bed and breakfast) in a hotel of no more than 4 stars until the date on which, at the opinion of the doctors of the Organisational Structure, the Insured Party can be returned to his/her place of residence, as established by the service "Return for medical reasons" or "Return of the Convalescent Insured Party".

Exclusions

The service excludes hotel expenses other than room and breakfast.

11. INTERPRETER AVAILABLE ABROAD

If the Insured Party abroad should be hospitalised in a Healthcare Institute and have difficulty communicating with the doctors because he/she does not speak the local language, the Organisational Structure will send an interpreter there, who will be available to the Insured Party during daily conversations with the doctors of the Institute at which he/she is hospitalised.

12. ADVANCE OF EMERGENCY EXPENSES

If the Insured Party should have to incur unforeseen expenses and be unable to do so directly and immediately as a result of: injury, illness, theft, robbery, bag snatching or failure to deliver luggage, the Organisational Structure will pay the local invoices, advancing the expenses on behalf of the Insured Party, **up to a total general limit of Euro 250.00**. For greater amounts, **the service will apply when, in Italy, Europ Assistance has received suitable guarantees, up to the limits and within the operative possibilities established by the Organisational Structure.**

Exclusions

The following are excluded from the service:

- transfers of currency abroad entailing a breach of current provisions in Italy or in the country in which the Insured Party is located;
- cases where the Insured Party is unable to provide Europ Assistance with suitable guarantees of repayment in Italy.

Insured Party's obligations

The Insured Party must repay the amount advanced within one month of the date the advance is made; failure to do so shall result in the charging of interest on the outstanding amount, at the current legal rate.

13. EARLY RETURN

If the Insured Party who is abroad should need to return to the place of residence prior to the date scheduled, as a result of the death (as per the date given on the death certificate issued by the registrar) or hospitalisation, with imminent danger of life, of one of the following family members: spouse/co-habiting partner more uxorio, son, daughter, brother, sister, parent, parent-in-law, son-in-law, daughter-in-law, grand-parents, Europ Assistance will, at its own expense, provide a first class rail ticket or economy class air ticket. If the Insured Party should be in a position where it is impossible to use his/her own vehicle to return early, the Organisational Structure will make an additional ticket available to enable him/her to recover the vehicle at a later date.

Insured Party's obligations

The Insured Party must supply the death certificate and all other documents as may be required of him/her within 15 days of the claim.

14. ADVANCE OF CRIMINAL BAIL

If the Insured Party should be arrested or threatened with arrest and should therefore be required to pay bail to the foreign authorities in order to be released, and should be unable to do so directly and immediately, the Organisational Structure will pay said bail locally, by way of advance on behalf of the Insured Party **up to the maximum amount of Euro 2,500.00**.

For greater amounts, **the service will apply when, in Italy, Europ Assistance has received suitable guarantees, up to the limits and within the operative possibilities established by the Organisational Structure.**

Exclusions

The following are excluded from the service:

- transfers of currency abroad entailing a breach of current provisions in Italy or in the country in which the Insured Party is located;
- cases where the Insured Party is unable to provide Europ Assistance with suitable guarantees of repayment in Italy.

Obligations of the Insured Party

The Insured Party must repay the amount advanced within one month of the date the advance is made; failure to do so shall result in the charging of interest on the outstanding amount, at the current legal rate.

15. INDICATION OF A LAWYER ABROAD

If an Insured Party has been arrested or threatened with arrest and needs legal assistance, the Organisational Structure will make a lawyer available to the Insured Party, in respect of local regulations and **up to the limits and operative possibilities established by the Organisational Structure.**

Exclusions

The following are excluded from the service:

- transfers of currency abroad entailing a breach of current provisions in Italy or in the country in which the Insured Party is located;
- cases where the Insured Party is unable to provide Europ Assistance with suitable guarantees of repayment in Italy.

The service only applies to countries in which there are branches or representatives of Europ Assistance.

Insured Party's obligations

The Insured Party must repay the amount advanced within one month of the date the advance is made; failure to do so shall result in the charging of interest on the outstanding amount, at the current legal rate.

Art. A2 - EXCLUSIONS

Cover is excluded for claims caused by or resulting from:

- a. automotive, motorcycle or motor boat races and related tests and training;
- b. flooding, deluge, earth movements, volcanic eruptions, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
- c. wars, strikes, revolutions, popular turmoil or movements, uprisings, looting, vandalism;
- d. misconduct of the Insured Party or serious negligence;

- e. mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
- f. illnesses depending on pregnancies beyond the 26th week of gestation and post-partum;
- g. chronic illness;
- h. illness/injury already underway at the time of departure for travel;
- i. the removal and/or transplant of organs, in any case excluding any travel undertaken with a view to undergoing medical-surgical treatments and/or visits;
- j. illness or injury consequent or deriving from the abuse of alcoholic drinks or drugs and the non-therapeutic use of drugs and hallucinogenic products;
- k. attempted suicide or suicide;
- l. professional sports, in any case not on an amateur level (including competitions, races, trials and training);
- m. the piloting and use of hang-gliders and other types of ultra-light airborne vehicles, parachuting, hot air balloon excursions, paragliding and similar, air sports in general, sledging, bob sleighing, acrobatic skiing, platform jumps with skis or water skis, climbing rock faces or accessing glaciers, free climbing, kite-surfing, diving with breathing apparatus, sports involving the use of vehicles and motor boats, boxing, fighting in various forms, martial arts in general, heavy athletics, rugby, American football, caving. For bob-sleighing, kite-surfing and diving using breathing apparatus, the above exclusion shall not apply if said sports are carried out purely for recreational purposes and on an occasional basis;
- n. participation in contests/competitions involving extreme activities, reckless acts included foot races.
- o. all activities involving the use of mines, arms and/or dangerous substances, access to mines, digs and/or quarries and the extraction of earth and sea;
- p. everything else not specifically indicated in the services;
- q. epidemics or pandemics on the basis of that declared by the World Health Organisation.

The services are also not provided in countries in a state of declared or de facto war. Such countries are those given on the website <https://www.europassistance.it/paesi-in-stato-di-belligeranza> which have a risk level declared as equal to or above 4.0".

Countries whose state of war has been made publicly known are considered to be in a state of declared or de facto war.

Services are also not supplied in any countries in which, at the time the claim is declared and/or assistance requested, there is a state of popular tumult.

It is also not possible to provide services in kind (and therefore assistance) where the local or international authorities do not allow private individuals to provide direct assistance, regardless of whether or not there is a war risk applicable at the time.

Art. A3 - OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

In the event of a claim, the Insured Party must make immediate contact with the Organisatio-

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nal Structure, except where this is objectively proven to be impossible; in this case, the Insured Party must contact the Organisational Structure as soon as he/she is able and in any case before taking any personal initiative.

Non-performance of these obligations may result in forfeiture of the right to care services under Article 1915 of the Italian Civil Code.

SECTION B - MEDICAL EXPENSE INSURANCE

SPECIAL SECTION CONDITIONS

Art. B1 - INSURANCE SCOPE AND COVERAGE

The guarantee may be claimed more than once during the period for which the policy lasts, as long as the total amount of indemnity paid does not exceed the maximum limits of liability.

The guarantee is given up to the limits of liability selected for the country in which the event took place, as long as it is included in the "Territorial Group" for which the policy was issued, as specified under the definition of Territorial Scope.

Europ Assistance provides the guarantee in case of terrorism.

The payment of medical expenses will be made if there are technical and practical conditions, otherwise Europ Assistance shall reimburse such expenses under the same conditions, without application of any deductible.

For claims taking place in Italy, the Republic of San Marino and the Vatican City, the guarantee is given up to the amount of Euro 500.00 per Insured Party and per claim, regardless of the "Territorial group" selected.

Deductible

Following a positive examination of the documentation received and **only where reimbursement is made of said expenses as authorised in advance by the Organisational Structure**, Europ Assistance will liquidate net of the **fixed absolute deductible amount of Euro 50.00.**

This deductible shall not apply to expenses relating to hospitalisation only.

1. MEDICAL EXPENSES

If, following a Sudden Illness or Injury during travel, the Insured Party should incur Medical/Pharmaceutical/Hospital Expenses **for treatments or surgery that was urgent and could not be delayed, received in situ during travel**, these shall always contact the Organisational Structure, which will pay for the Medical/Pharmaceutical/Hospital Expenses necessary.

If it should not be possible to make direct payment, expenses will be reimbursed where authorised in advance by the Organisational Structure.

For amounts in excess of Euro 1,000.00, Europ Assistance will reimburse the medical expenses incurred abroad but only when the Insured Party pays them by means of bank transfer, credit card or using the advance available by activating the "Advance of emergency expenses" service, by prior evaluation of the Organisational Structure.

In the event of hospitalisation, the insurance shall apply until the date of discharge of the Insured Party from the Healthcare Institute or until the date on which Europ Assistance believes that the Insu-

red Party can be returned to Italy **and in any case within a total of 120 days of hospitalisation.**

If not hospitalised, the Medical/Pharmaceutical/Hospital Expenses will be paid or reimbursed, as long as they have been authorised in advance by the Organisational Structure, until return to Italy.

If an injury is covered then any additional expenses for treatment received upon return to the place of residence will also be covered, as long as made **within 45 days of the injury, up to the amount of Euro 500.00 within the limit of cover envisaged by the Policy.**

The limits of liability specified on the Policy Form shall include:

- urgent dental treatment, only following injury, **up to Euro 100.00 per Insured Party;**
- prosthesis repair expenses, only following injury, **up to Euro 100.00 per Insured Party;**
- transport costs abroad, from the place of injury or that where the sudden illness took place to the Healthcare Institute, using any medical means considered useful to this end, **up to Euro 1,500 Euro per Insured Party only if the Medical Expenses guarantee is subsequently activated.**

Art. B2 - EXCLUSIONS

Cover is excluded for claims caused by or resulting from:

- a. automotive, motorcycle or motor boat races and related tests and training;
- b. flooding, deluge, earth movements, volcanic eruptions, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
- c. wars, strikes, revolutions, popular turmoil or movements, uprisings, looting, and vandalism;
- d. misconduct of the Insured Party or serious negligence;
- e. mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
- f. illnesses depending on pregnancies beyond the 26th week of gestation and post-partum;
- g. chronic illness;
- h. pre-existing illness;
- i. illness/injury already underway at the time of departure for travel;
- j. the removal and/or transplant of organs, in any case excluding any travel undertaken with a view to undergoing medical-surgical treatments and/or medical visits;
- k. illness or injury consequent or deriving from the abuse of alcoholic drinks or drugs and the non-therapeutic use of drugs and hallucinogenic products;
- l. attempted suicide or suicide;
- m. professional sports, in any case not on an amateur level (including competitions, races, trials and training);
- n. the piloting and use of hang-gliders and other types of ultra-light airborne vehicles, parachuting, hot air balloon excursions, paragliding and similar, air sports in general, sledging, bob sleighing, acrobatic skiing, platform jumps with skis or water skis, climbing rock faces or accessing gla-

ciers, free climbing, kite-surfing, diving with breathing apparatus, sports involving the use of vehicles and motor boats, boxing, fighting in various forms, martial arts in general, heavy athletics, rugby, American football, caving. For bob-sleighting, kite-surfing and diving using breathing apparatus, the above exclusion shall not apply if said sports are carried out purely for recreational purposes and on an occasional basis;

- o. participation in contests/competitions involving extreme activities and reckless acts, including foot races.
- p. all activities involving the use of mines, arms and/or dangerous substances, access to mines, digs and/or quarries and the extraction of earth and sea.

The following are also excluded from cover:

- q. all expenses incurred by the Insured Party if he/she has not contacted the Europ Assistance Organisational Structure directly or through third parties and has not received authorisation from it to proceed, except where impossibility has been proven;
- r. expenses to treat or eliminate physical defects or congenital malformations, for aesthetic applications, supplementary nursing, in addition to that supplied as basic support by the structure where the Insured Party is hospitalised following indemnifiable claim under the terms of the policy, physiotherapy, thermal or weight-loss treatments, dental care (apart from that specified above following injury);
- s. expenses for purchasing and repairing glasses, contact lenses, orthopaedic devices and/or prostheses;
- t. expenses for check-ups in Italy for situations consequent to illnesses that began during the trip;
- u. transport and/or transfer expenses to the place of accommodation of the Insured Party;
- v. reimbursements for Medical/Pharmaceutical/Hospital Expenses in excess of Euro 1,000.00 if their payment was made in cash;
- z. epidemics or pandemics on the basis of that declared by the World Health Organisation.

Art. B3 - OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

In the event of a claim, following immediate telephone contact made with the Organisational Structure and only after having reached specific agreements with the Structure, the Insured Party must, within sixty days of the onset of the claim, make a report by accessing the portal <https://sinistronline.europassistance.it> or directly the website www.europassistance.it under the claims section and following the instructions. If the on-line report is used, the reporting party will receive the reference details of the proceedings within 24 hours and can, each time the documentation is supplemented, consult the status of the claim, which will be updated within 10 days of submission of the documentation. Those reporting a claim on-line can also use a free phone number (800.90.48.91) from 08:00 to 20:00 on Mondays to Saturdays.

Alternatively, and without prejudice to the obligation to contact the Organisational Structure when the claim occurs, the claim can be reported by writing to Europ Assistance Italia S.p.A. - Piazza

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Trento, 8 - 20135 Milan, specifying "Ufficio Liquidazione Sinistri - Spese Mediche" (Claims Liquidation Office - Medical Expenses) on the envelope and posting:

- first name, last name, address, telephone number;
- Policy number;
- First Aid certificate prepared in the place of the claim, stating the pathology suffered or medical diagnosis certifying the type and method of the injury suffered;
- in the event of hospitalisation, a true copy of the original medical record;
- original copies of invoices, receipts or tax receipts for the expenses incurred, complete with tax data (VAT no. or tax code) of the issuers and parties to whom the receipts are made out;
- medical prescription for any purchase of medicinal products with original receipts of the medicinal products purchased;
- Europ Assistance may request further documentation at a later date, in order to settle the claim; in this case, the Insured Party must supply it;
- for amounts in excess of Euro 1,000.00, documentation proving payment made by bank transfer or credit card.

Breach of the obligations relating to the declaration of the claim may result in the loss of a right to indemnity, in accordance with Art. 1915 of the Italian Civil Code.

SECTION C - LUGGAGE AND PERSONAL EFFECTS INSURANCE

SPECIAL SECTION CONDITIONS

Art. C1 - INSURANCE SCOPE AND COVERAGE

The guarantee of this Section is only valid if specifically recalled in the Policy Form and if the related premium has been paid.

The Insured Party may choose between two alternative options for the Luggage guarantee (Basic or Top).

The Top version of the Luggage guarantee cannot be purchased for destinations within Italy.

Europ Assistance will indemnify the Insured Party for tangible, direct damages he/she has suffered as a result of theft, fire, robbery, bag-snatching, failure to return and/or damage by the carrier of his/her luggage and/or personal effects, including the clothes worn.

The guarantee is provided **up to the amount indicated on the Policy Form** per claim and for the period of Policy validity and with the sub-limits specified in the table.

Without prejudice to the maximum cover specified on the Policy Form, **maximum indemnity for each object**, including bags, suitcases and rucksacks, **may not exceed Euro 175.00.**

Photo-video-optical equipment (cameras, video cameras, binoculars, flash, zooms, batteries, bags, etc.) are considered as a single item.

REIMBURSEMENT FOR	MAXIMUM COVER	DEDUCTIBLE
Single pack.	Up to the maximum cover specified on the Policy Form.	The amount envisaged is halved for damages caused by: - theft with break-in of luggage contained inside the boot of a properly locked vehicle; - theft of the entire vehicle; - theft of objects contained in the tent, as long as in a duly equipped and authorised camp site.
Damages to photo-video-optical equipment and photo-sensitive equipment; radios, televisions, recorders, all other electronic equipment; musical instruments; personal defence weapons and/or hunting weapons; diving equipment; spectacles and sunglasses.	Up to 50% of the maximum cover specified on the Policy Form.	
Cosmetics, medicinal products, healthcare articles; jewellery, precious stones, pearls, watches, gold, silver and platinum items, furs and other precious objects, only if worn or delivered to the hotel's custody.	Up to 30% of the maximum cover specified on the Policy Form.	

REIMBURSEMENT FOR	MAXIMUM COVER
Redoing documents (ID card, passport and driving licence) due to theft, robbery, bag-snatching or loss.	Euro 50.00
Unexpected expenses for the purchase of toiletry items and/or clothing that is necessary if luggage is delivered more than 12 hours later than flight time, as duly confirmed, at the destination airport of outward bound travel.	Euro 100.00

Art. C2 - EXCLUSIONS

The following are excluded from the cover of "Luggage and personal effects":

- a. cash, cheques, stamps, tickets and travel documents, souvenirs, coins, objects of art, collections, samples, catalogues, goods, documents other than ID cards, passports and driving licences;
- b. helmet, professional equipment;

- c. mobile telephones, MP3 players, personal computers, tablets, pushchairs, prams and sports equipment specifically checked-in;
- d. the case of theft of luggage loaded onto any size motorcycle during travel;
- e. damages caused by misconduct or wilful negligence on the part of the Insured Party and those caused by sports equipment during their use;

- f. goods other than items of clothing, such as watches and spectacles and sunglasses,, mobile telephones, MP3 players, personal computers, tablets, which were delivered, even with the clothes, to transport companies, including the airline;
- g. the case of theft of luggage contained in a vehicle that was not properly locked;
- h. the case of theft without break-in of the luggage of the vehicle;
- i. the case of theft of luggage contained in a vehicle or in any case visible from the outside;
- j. the case of theft of luggage on board a vehicle that was not kept in a monitored public garage between 8pm and 7am;
- k. fixed accessories and services of the vehicle (including removable radios or players);
- l. in the event of late delivery of luggage, all expenses incurred by the Insured Party after receipt of the luggage.

All claims caused by or resulting from:

- m. war, earthquakes, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
- n. strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism;
- o. misconduct on the part of the Insured Party.

Art. C3 - OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

For the guarantee of "Luggage and personal effects", in the event of a claim, the Insured Party shall, within sixty days of the claim, make a report by accessing the portal <https://sinistronline.europassistance.it> or directly at the website www.europassistance.it, in the claims section and following the instructions. If the on-line report is used, the reporting party will receive the reference details of the proceedings within 24 hours and can, each time the documentation is supplemented, consult the status of the claim, which will be updated within 10 days of submission of the documentation. Those reporting a claim on-line can also use a freephone number (800.90.48.91) from 08:00 to 20:00 on Mondays to Saturdays. Alternatively, the claim can be reported by writing to Europ Assistance Italia S.p.A. - Piazza Trento, 8 - 20135 Milan, specifying "Ufficio Liquidazione Sinistri - Pratiche Bagaglio" (Claims Liquidation Office - Luggage Proceedings) on the envelope and, even later but in any case within sixty days of the claim:

- first name, last name, address, telephone number;
- Policy number;
- copy of travel tickets or details of the trip;
- true copy of the declaration with the stamp of the Police Authorities of the place in which the event occurred;
- the circumstances of the event;
- the list of objects lost or stolen, their value and date of purchase;
- the names of the Insured Parties who suffered the damages;
- copy of the letter of complaint submitted to the hotelier or other party responsible for the damages;
- proof of expenses incurred in having documents re-issued, if applicable;
- original copies of invoices, receipts or tax receipts, complete with tax data (VAT no. or tax code) of the issuers and parties to whom the

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receipts are made out, showing the value of the damaged or removed goods and their date of purchase;

- invoice for the repair or declaration of irreparable damage relating to goods damaged or removed, prepared on headed paper of a dealer or specialist in the sector;
- authorisation to process data, including sensitive data.

Only if the entire or part of the luggage delivered to the carrier should not be delivered and/or be damaged, the following must be attached to the request for refund:

- copy of the Luggage Irregularity Report (PIR) made immediately to the Office specifically in charge of claims for lost luggage;
- copy of the letter of complaint sent to the carrier with claim for compensation and letter of reply sent by the carrier.

Breach of the obligations relating to the declaration of the claim may result in the loss of a

right to Indemnity, in accordance with Art. 1915 of the Italian Civil Code.

In the event of delayed delivery of luggage, the Insured Party must send:

- a declaration of the airport management company or carrier certifying the delayed delivery of the luggage beyond 12 hours and the time of effective delivery;
- original copies of invoices, receipts or tax receipts, complete with tax data (VAT no. or tax code) of the issuers and parties to whom the receipts are made out, showing the value of the goods purchased;
- copy of the letter of complaint sent to the carrier with claim for compensation and letter of reply sent by the carrier.

Breach of the obligations relating to the declaration of the claim may result in the loss of a right to Indemnity, in accordance with Art. 1915 of the Italian Civil Code.

Art. C4 - CRITERIA FOR LIQUIDATION OF THE DAMAGES

In the event of third party liability (carrier, hotelier), indemnity by Europ Assistance will take place up to the maximum cover envisaged on the Policy Form, to supplement that already reimbursed by the carrier or hotelier liable for the event if said reimbursement is less than the damages suffered.

The damages are liquidated according to the commercial value of the insured goods at the time of the claim, as resulting from the documentation supplied to Europ Assistance.

In the case of objects purchased no more than three months prior to claim, reimbursement will be according to purchase value, if proven by relevant documentation.

In the event of failure, the cost of repair will be reimbursed upon presentation of invoice.

Under no circumstances will any emotional value be considered.

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■ HOW TO REQUEST ASSISTANCE

In the event of Assistance services and a guarantee of Medical Expenses, the Europ Assistance Organisational Structure operates 24 hours a day and is at your complete disposal, ready to intervene or inform you of the most appropriate procedures by which to solve any problem in the best possible way, as well as to authorise any expenses.

IMPORTANT: do not take any initiative without first having telephoned the Organisational Structure at:

**from Italy 800 -111800
from Italy or abroad (+39) 02.58.28.68.28**

The following information must be provided immediately to the operator:

- Type of service requested.
- Name and surname.
- Policy number.
- Address of the place where you are.
- Telephone number.

If it should be impossible to telephone the Organisational Structure, you can send: a fax to 02.58477201 or telegram to EUROP ASSISTANCE ITALIA S.p.A.
- Piazza Trento, 8 - 20135 MILAN.

■ WHAT TO DO IN THE EVENT OF PROBLEMS WITH LUGGAGE, IF INSURED

It is important to remember to:

- immediately make a report to the competent public authorities of the place where the claim took place and to keep a true copy for Europ Assistance;
- formalise, in writing, a letter of complaint submitted to the hotelier or airline or other party responsible for the damages;
- in the event of airline liability, make a report in accordance with the procedures described by the airline at the time of the claim;
- within 60 days of onset of the claim, make a report to Europ Assistance by accessing the portal <https://sinistrionline.europassistance.it> or using the alternative methods listed under Article C3 of this Information File.

It is important to keep all documents to be submitted to Europ Assistance together with the claim report and to read Art. C3 OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM carefully.

IMPORTANT: to find out how to activate the insurance cover stipulated and which procedures and documents will be required by Europ Assistance, always consult the Article entitled "Obligations of the Insured Party in the event of claim" given in the Section of the chosen guarantee.

In order to provide the services/guarantees given in the Policy, Europ Assistance must process the data of the Insured Party and to this end requires, in accordance with Italian Legislative Decree no. 196/03 (the Privacy Code) his/her consent. In contacting or having Europ Assistance contacted, the Insured Party therefore gives free consent to the processing of his/her common, sensitive and legal personal data, as indicated in the Privacy Disclosure received.

For information on the Policy, the freephone number is available from Italy (800-013529) from Monday to Saturday, excluding public holidays, from 08:00 to 20:00.