

## TRAVEL TOUR OPERATOR

### INSURANCE CONDITIONS MODULE TO8471

*Medical Assistance – Medical Expenses Reimbursement – Luggage Insurance*

The text of the coverage and benefits is purely indicative. Effects and limitations are listed in the conditions of the policy, which shall be delivered to all Insured Persons participating in the trips. **These terms and conditions are effective subject to the validity of the Policy.**

#### INFORMATION FOR THE CUSTOMER ON THE TREATMENT OF PERSONAL DATA

Pursuant to article 13 - Legislative Decree of June 30, 2003, no. 196 regarding the protection of Personal Data (Privacy Code), we inform you that:

1 - Your personal generic and sensitive data ("Data") will be handled by Europ Assistance Italia S.p.A. with the aid of paper, electronic and/or automated means, for the purposes of:

- management and execution of the obligations under the insurance Policy;
- execution of the relevant laws, regulations or legislations (such as those for anti-money laundering) and/or provisions of government bodies;
- The handling of Data is:
  - necessary for the execution and management of the insurance Policy (1.a);
  - obligatory under applicable law, regulation or legislation and/or regulations of public bodies (1.b).

3 - The Data may be communicated to the following subjects as autonomous Holders:

- specific individuals, acting on behalf of Europ Assistance Italia S.p.A. for the supply of services or equipment necessary to the execution of those obligations under the insurance policy in Italy and abroad, such as - but not limited to - personnel responsible for management of records and data processing, credit institutions, loss assessors, medical examiners;
- associated agencies (Ania) and consortia of the insurance industry, I.S.V.A.P., judicial Authorities and all other persons to whom the communication is due for the achievement of the purposes referred to in paragraph 1.b;
- care providers, subsidiaries or affiliates of Europ Assistance Italia S.p.A. or charged by the same, in Italy and abroad, to achieve the purposes referred to in paragraphs 1.a and 1.b, or other insurance companies for the redistribution of risk (coinsurance and reinsurance);
- Contractor and any possible insurance intermediaries.

In addition your Data may be known by employees and collaborators acting as managers or persons in charge.

The Data is not subject to disclosure.  
4 - Europ Assistance Italia S.p.A. is the owner of the treatment. You may request the list of those responsible for the handling, and exercise your right under article 7 of the Privacy Code and in particular obtain from the Owner a confirmation of the existence of data which concerns you, their communication and an indication of the logic and purposes of treatment, the deletion, updating or blocking of the same, and oppose the processing for legitimate reasons by writing to: Europ Assistance Italia S.p.A. - Piazza Trento, 8 - 20135 Milano – Data Protection Office [UfficioProtezioneDati@europassistance.it](mailto:UfficioProtezioneDati@europassistance.it)

#### DEFINITIONS

**INSURED** the person whose interests are protected by the Insurance. The actual person resident in one of the countries of the European Union or Switzerland, who bought a tourist package from the Contractor, whose interest is protected by the insurance. The actual persons who are resident in countries other than the European Union or Switzerland, are insured if they purchased a tourist package from the Contractor so long as the sole destination is a country within the European Union or Switzerland.

**AVERAGE** any damage to luggage during navigation of the boat or aircraft during flight.

**LUGGAGE** the suitcase, trunk and personal objects in them which the Insured carries during the trip. *(valid only for luggage and personal effects insurance)*

**CONTRACTOR** the Tour Operator, with its registered and tax office and tax evasion in Italy, who signs the Policy in favor of third parties and assumes the relative charges.

**EUROP ASSISTANCE** Europ Assistance Italia S.p.A - Piazza Trento, 8 - 20135 Milano – is an enterprise authorized to provide insurance, by decree of the Ministry of Industry, Trade and Crafts N. 19569 of 02.06.93 (Official Gazette of 1 July, 1993 No. 152) – Subscribed to Section I of the Register of Insurance and Reinsurance Companies at No 1.00108 - Companies belonging to the Generali Group, subscribed to the Register of Insurance Groups - Company subject to the direction and coordination of Assicurazioni Generali S.p.A.

**FRANCHISE** the fixed amount pre-agreed upon, which remains to be covered by the Insured per claim.

**WARRANTY** the insurance, not included in medical assistance, for which in case of an accident, Europ Assistance will proceed to reimburse the damages suffered by the Insured.

**INJURY** accident due to a random, violent and external cause that produces objectively ascertainable injury and results in: death, permanent or temporary disability. *(valid only for medical assistance insurance and medical expenses reimbursement insurance)*

**HEALTH INSTITUTE** the public hospital, clinic or nursing home, whether affiliated with the National Health Service or private, duly authorized to hospitalize patients. This excludes spas, convalescent and retirement homes, clinics with dietetic and aesthetic purposes. *(valid only for medical assistance insurance and medical expenses reimbursement insurance)*

**SICKNESS** the alteration from the state of good health not dependent on the accident. *(valid only for medical assistance insurance and medical expenses reimbursement insurance)*

**SUDDEN ILLNESS** acute onset of illness which the Insured was not aware of and which is still not a manifestation of, even though sudden, a previous disease known to the Insured. *(valid only for medical assistance insurance and medical expenses reimbursement insurance)*

**PRE-EXISTING SICKNESS** sickness that is the expression or the direct consequence of chronic pathological conditions or pre-existing at the commencement of the warranty. *(valid only for medical assistance insurance and medical expenses reimbursement insurance)*

**MAXIMUM COVERAGE** the maximum amount established in the policy, up to which Europ Assistance is committed to indemnify the foreseen warranty and/or the foreseen benefits provided.

**BENEFITS** the assistance provided by Europ Assistance, through the Organizational Structure, to those Insured in the event of an accident.

**HOSPITALIZATION** the time spent in a Health Institution which includes the stay of at least one night. *(valid only for medical assistance insurance and medical expenses reimbursement insurance)*

**ACCIDENT** the occurrence of the damaging fact for which the insurance warranty is provided.

**OVERDRAFT** the part of the amount of damage, expressed in percentages, which obligatorily remains borne by the Insured with a minimum expressed in absolute value.

**ORGANIZATIONAL STRUCTURE** the structure of Europ Assistance Service S.p.A. - P.zza Trento, 8 - 20135 Milano, consists of managers, personnel (doctors, technicians, operators), equipment and facilities (centralized or not) operation 24 hours a day every day of the year or within the various limits provided for in the contract, which provides for telephone contact with the insured, the organization and provision of assistance services provided for in the policy with the costs borne by Europ Assistance Italia S.p.A..

#### TRIP

For the Insured who are resident in countries in the European Union or Switzerland:

- In case of travel by plane, train, bus or boat, the station of departure (airport, train station, etc.. of the travel package) until the end of the trip as arranged by the Contractor;

- In the case of travel by car or other means of transportation not provided for in the preceding paragraph, at a distance of more than 50 km from the place of residence in a country that is part of the European Union and/or Switzerland.

For the Insured who are resident in countries outside the European Union or Switzerland:

- In case of travel by plane, train, bus or boat, from the date of arrival in one of the countries in the European Union and/or Switzerland until the date of departure from one of the same countries and conclusion of trip;

- In the case of travel by car or other means of transportation not provided for in the preceding paragraph, upon passing the border and customs of one of the countries that is part of the European Union and/or Switzerland.

#### Art. 1. EFFECTIVE DATE AND DURATION

The insurance, for each individual insured, will commence from the date of commencement of travel/ stay and will stay in place until the end of the same travel/stay. The maximum duration of coverage for each period of uninterrupted stay abroad during the period of validity of the Insurance is 60 consecutive days.

#### Art. 2. TERRITORIAL EXTENSION

- for the Insured resident in the European Union or in Switzerland this is understood as the countries where the incident

occurred and in which the warranties and services are provided. These are divided into two groups:

A) all the European countries and the countries in the Mediterranean Basin: Algeria, Cyprus, Egypt, Israel, Lebanon, Libya, Morocco, Syria, Tunisia, Turkey;

B) all the countries in the world.

- For the Insured who are resident in countries outside the European Union or Switzerland: Countries that are part of the European Union or Switzerland.
- For all those who are Insured, the Policy is not valid in the following countries: Afghanistan, Antarctica, Cocos, Southern Georgia, Heard and McDonald Islands, Bouvet Islands, Christmas Islands, Pitcairn Island, Chagos Islands, Falkland Islands, Marshall Islands, Minor Islands, Solomon Islands, Wallis and Futuna Islands, Kiribati, Micronesia, Nauru, Niue, Palau, Western Sahara, Samoa, Saint Helena, Somalia, French Southern Territories, West Timor, East Timor, Tokelau, Tonga, Tuvalu, Vanuatu.

#### Art. 3. LIMITATIONS OF BENEFITS AND WARRANTIES

Assistance benefits are only provided once for each type, within the period of travel time. The "Medical Expense Reimbursement Insurance" "Luggage and Personal Belongings Insurance" warranties might be requested several times within the duration of the journey, provided that the total amount of claims paid does not exceed the maximum limits outlined herein.

#### Art. 4. OTHER INSURANCES

Pursuant to art. 1910 of the C.C., the insured who benefits of performances/warranties similar to those of this policy, by virtue of contracts with other insurance companies, is still obliged to give notice of the claim to any insurance company, and specifically to Europ Assistance Italia S.p.A. within three days with penalty of forfeiture, as the equivalent of infringement of willful misconduct.

#### Art. 5. LIMITATION OF LIABILITY

Europ Assistance is not liable for damage caused by the intervention of Authorities of the country in which the assistance is given or any other consequences resulting from accidental and unpredictable circumstances.

#### Art. 6. EXCLUSION OF ALTERNATIVE COMPENSATION

If the Insured does not take advantage of one or more Performances/Warranties, Europ Assistance is not required to provide any alternative Performance/Compensation whatsoever to compensate.

#### Art. 7. STATUTE OF LIMITATIONS

All rights in respect to Europ Assistance will expire within two years from the date of the accident that gave rise to a right to the Performance and/or Warranty in compliance with what is pursuant to art. 2952 C. C.

#### Art. 8. GOVERNING LAW OF THE POLICY, JURISDICTION

The Policy is governed by the Italian law. All disputes relating to the policy are subject to Italian jurisdiction.

In case of disagreement between the Insured and Europ Assistance for the implementation of the Policy, either party may carry out the mandatory mediation process, differing the dispute to a body that - authorized by law to conduct mediation and set up by the Court and / or Councils of Professional and / or the Chamber of Commerce - has its offices registered in the same province of the party requesting the mediation.

#### Art. 9. PAYMENT CURRENCY

The compensation and reimbursements are paid in Italy in Euro. In the case of costs incurred in countries outside the European Union or pertaining to the same but who have not adopted the Euro as their currency, the refund will be calculated at the exchange rate set by the European Central Bank on the day on which the Insured sustained the expenditure.

#### Art. 10. MEDICAL PRIVILEGE

The Insured frees the possible doctors used in the medical examination of the accidental damage, before or even after the accident itself, from the medical privilege in regards to Europ Assistance.

#### Art. 11. UNINSURABLE INDIVIDUALS

*(valid only for medical assistance insurance and medical expenses reimbursement insurance)*

Provided that Europ Assistance had been aware that the insured was suffering from alcoholism, drug abuse, acquired immunodeficiency syndrome (AIDS), organic cerebral syndromes or mental illness from one of the following: schizophrenic disorders, paranoid disorders, manic-depressive forms, it would not have approved the insurance. It is therefore agreed that if one or more of the diseases or ailments mentioned above arises in the course of the contract the provisions of art. 1898 of the Civil Code shall apply, regardless of the actual evaluation of the state of health of the Insured. In the event of misrepresentation or reticent declarations the provisions of Articles 1892, 1893, 1894 of the C.C. apply.

#### **Art. 12. OBLIGATIONS OF THE INSURED IN THE CASE OF AN ACCIDENT**

##### **For Medical Assistance Insurance**

In case of an accident covered by care of the insurance, the Insured must immediately get in touch with the Organizational Structure. Failure to comply with these requirements, given the nature of the insurance benefits offered, leads to the forfeiture of entitlement of assistance, being deemed the equivalent to conscious and intentional omission.

##### **For Medical Expenses Reimbursement and Luggage, Personal Effects Insurances**

In the event of an accident the Insured must file a claim - by accessing the portal <http://sinistronline.europassistance.it> following the instructions (or accessing the site directly [www.europassistance.it](http://www.europassistance.it) under the accident section) or giving written notice to Europ Assistance Italia S.p.A. - Piazza Trento, 8 - 20135 Milano, indicating on the envelope "Ufficio Liquidazione Sinistri" and the name of the insurance for which is asked the reimbursement, no later than:

- 60 (sixty) days from the occurrence of the accident for Medical Expenses Reimbursement Insurance and for Delayed Delivery of Luggage Insurance
- 10 (ten) days from the occurrence of the accident for Luggage and Personal Effects Insurances

The Insured must give written notice to **Europ Assistance Italia S.p.A. - Piazza Trento, 8 - 20135 Milano, indicating on the envelope "Ufficio Liquidazione Sinistri"** and the name of the insurance for which is asked the reimbursement, sending:

- name, surname, address, telephone number;
- Europ Assistance card number or a copy thereof, if in the possession of the Insured;
- the circumstances of the incident;

##### **For Medical Expenses Reimbursement Insurance**

- certificate proving emergency First Aid was required on the location of the accident reporting the pathology suffered or the medical diagnosis which certifies the type of injury right away;

- in the case of hospitalization, a copy of the original medical records;
- originals of the invoices, receipts or fiscal receipts for expenses incurred, complete with tax information (VAT or Tax Code) of issuers and the holders of the receipts themselves;
- medical prescription for the possible purchase of medicines with the original receipts for the medication purchased.

##### **For Luggage and Personal Effects Insurance**

- copy of travel tickets or details of accommodations;

- certified copy of the complaint with the report of the Police Authority of the place where the event occurred;
- the list of items lost or stolen, their value and the date of purchase;
- the names of those who suffered the damage;
- copy of letter of complaint submitted to the hotel or carrier who may be responsible;
- justification of the restoration expenses of the documents, if sustained;

- original invoices, receipts or fiscal receipts for expenses incurred, complete with tax information (VAT or Tax Code) of issuers and the holders of the receipts themselves, proving the value of damaged or stolen goods, and their date of purchase;

- Repair invoice or statement of irreparability of the damaged or stolen goods on headed notepaper from a dealer or a specialist in the field.

Only in the case of non-delivery and/or damage of the entire bag, or part thereof, delivered to the airline carrier must accompany the request for reimbursement:

- a copy of the Property Irregularity Report (PIR) carried out immediately at the Airport Office used specifically for lost luggage claims;
- copy of letter of complaint sent to the airline carrier with the claim and the written response of the airline carrier.

Failure to comply with these requirements may result in partial or total loss of the right to compensation under Article 1915 of the Civil Code.

##### **For Delayed Delivery of Luggage Insurance**

- a statement of the airport operator or air carrier stating that the delayed delivery of baggage was over 12 hours and stating the time of delivery;

- original invoices, receipts or fiscal receipts for expenses incurred, complete with tax information (VAT or Tax Code) of issuers and the holders of the receipts themselves, proving the value of the purchased goods;
- copy of letter of complaint sent to the airline carrier with the claim and the written response of the airline carrier.

Europ Assistance may then request, in order to proceed with settling the claim, additional documentation that the Insured will be required to transmit. **Failure to fulfill obligations related to reporting the accident results in loss of entitlement to compensation pursuant to Article 1915 of the Civil Code when due to gross negligence, willful misconduct or awareness.**

#### **Art. 13. CRITERIA FOR THE LIQUIDATION OF THE DAMAGE**

##### **For Medical Expenses Reimbursement Insurance**

Following the evaluation of the documentation received, Europ Assistance will proceed with the assessment of the damages and relative payment in Euro, the net total of allowances provided for.

##### **For Luggage and Personal Effects Insurance**

The damage is paid, after the integration of the amount reimbursed by the carrier or by the hotel manager and to the amount of the sum insured, based on market value of the insured goods at the time of the accident, as is evident from the documentation provided to Europ Assistance. In case of items purchased no later than three months before the occurrence of the accident, the refund will be based on the value of purchase, if proven by the documentation. In case of failure the cost of repairs, upon presentation of invoice, will be reimbursed. In no case will the so-called affective values be taken into account.

#### **Medical Assistance**

#### **Art. 14. PURPOSE AND OPERATION OF THE INSURANCE**

The performance of service, listed in the paragraph "Performance", which Europ Assistance undertakes to provide through the Organizational Structure if the Insured were to find themselves in difficulties as a result of the occurrence of an accident, are provided only once for each type within the period of travel time.

##### **MEDICAL ADVICE**

If the Insured, in the case of illness, needs to assess the status of their health, he/she may contact the doctors of the Organizational Structure and request telephone consultation. The Insured must notify the Organizational Structure of the reason for their request and their telephone number.

##### **DISPATCH OF A DOCTOR OR OF AN AMBULANCE IN ITALY**

If, subsequent to "Medical Advice", the need for the Insured who is on the trip needs to undergo a medical examination arose, the Organizational Structure will provide, with costs borne by Europ Assistance, to send to his/her temporary residence one of the doctors affiliated with Europ Assistance. Should it be impossible for one of the doctors affiliated to intervene personally, the Organization Structure will organize the transfer of the Insured in an ambulance to the most suitable nearest medical center. The service is provided from 8:00 pm to 8:00 am Monday to Friday and the entire 24 hours on Saturdays, Sundays and public holidays.

##### **REPORT OF A MEDICAL SPECIALIST ABROAD**

If, following Medical Consultation (see point 1), the need for the Insured who is traveling to consult with a specialist arose, the Organizational Structure will report, consistent with local availability, the name of a physician in the town nearest to the place where the Insured is located.

##### **PATIENT TRANSFER**

Should the Insured who is travelling require, due to an injury or illness, as per the judgment of the doctors of the Organizational Structure and in accordance with the on-site physician, transportation to an equipped Medical Institution in the country of his/her residence, the Organizational Structure will provide, with expenses borne by Europ Assistance, to arrange the return with the means and in the time most suitable by the doctors of the Organizational Structure after the consultation of the same with the on-site doctor. Such means might include:

- air ambulance;
- airline ticket in economy class, if necessary placed on a stretcher;
- train ticket in first class, and, if necessary, the sleeper;
- ambulance (with unlimited mileage).

**Organizational Structure will use the air ambulance only in the case of an accident which happens in European countries and countries of the Mediterranean Basin.**

Transportation will be fully organized by the Organization Structure and will include medical or nursing care during the trip, should the doctors of Organizational Structure deem it necessary. Europ Assistance retains the right to request the possible non-used tickets of the trip not used for the re-entry of the Insured.

In the case where the Insured, being admitted to a local structure which is not suitable for the treatment of the disease in course, required a transfer to an Institute of treatment suitable for treatment of the disease itself, the Organizational Structure will arrange for the transfer, with the medium and in times deemed most suitable by doctors of the Organizational Structure after consulting with the attending physician onsite.

In this case, Europ Assistance will bear the related expenses. In case of death of the Insured, the Organizational Structure will organize an effectively transport the body to the burial place at home or in the individual's country of residence. Europ Assistance will bear the costs relative to transportation of the corpse.

##### **The following performances are excluded:**

- illnesses or injuries which, as per the judgment of the doctors of the Organizational Structure, can be treated on site or do not prevent the Insured from proceeding with the trip;
- infectious diseases, in the case where transportation involves a breach of national or international health standards;
- the costs of the funeral and those for the search of persons and/or the eventual recovery of the body;

- all cases where the Insured or family members of the same sign a voluntary discharge opposing the advice of the health facility where the Insured is hospitalized.

#### **RE-ENTRY WITH AN INSURED FAMILY MEMBER**

If, in the organization of the Medical Re-Entry point (see point 4) the doctors of the Organizational Structure do not deem medical assistance is necessary for the Insured during the trip, and a family member or travel companion wish to accompany him/her to the place of hospitalization or the place of his/her residence, the Organizational Structure will also provide re-entry to the family member by the same means used for the Insured. Europ Assistance retains the right to request the possible non-used ticket of the trip which are not used for the re-entry of the Insured's family member.

##### **The following performances are excluded:**

- the expenses of the accompanying relative or travel companion.

#### **RE-ENTRY OF THE OTHERS WHO ARE INSURED**

If, in the organization of the Medical Re-Entry point (see point 4), the others who traveled with the Insured and who were insured, were unable to return to their residence with the medium originally planned for, the Organizational Structure will provide got a first class train ticket or an economy class airplane ticket. Europ Assistance retains the right to request the possible non-used tickets of the trip not used for the re-entry.

#### **TRAVEL OF A FAMILY MEMBER**

If the Insured was admitted to a Medical Institution for a period exceeding 7 days, the Organizational Structure will provide, with costs borne by Europ Assistance, a round-trip train ticket in first class or economy class airplane ticket, in order to allow for a relative or someone they trust to reach the person in the hospital.

##### **The following performances are excluded:**

- the expenses of the accompanying relative.

#### **ASSISTANCE OF MINORS**

If, following an accident, sudden illness or due to force majeure, the Insured who is traveling is unable to care for minors under the age of 15 which accompany him/her, the Organizational Structure will provide, with costs borne by Europ Assistance, a round-trip train ticket in first class or economy class airplane ticket, in order to allow for a relative to reach the minors, take care of them, and accompany back to their place of residence.

##### **The following performances are excluded:**

- the expenses of the accompanying relative.

#### **RE-ENTRY OF THE CONVALESCENT INSURED**

If, due to hospitalization in a medical institution, the insured is unable to return to his/her residence with the medium originally planned for, the Organizational Structure will provide, with fees borne by Europ Assistance, a first class train ticket or an economy class airplane ticket.

#### **EXTENSION OF STAY**

If due to the conditions of health of the Insured, certified by written medical prescription, does not enable him/her to undertake the journey back to his/her residence on the predetermined date, the Organizational Structure will provide for the possible reservation a hotel.

Europ Assistance will cover the hotel expenses (bedroom and breakfast) for a maximum of up to 3 days from the fixed date for re-entry up till a maximum coverage of Euro 40.00 per day for the sick/injured individual insured.

##### **The following performances are excluded:**

- hotel expenses other than room and breakfast.

#### **INFORMATION AND REPORTS OF CORRESPONDING MEDICINES ABROAD**

If the Insured, in the case of illness while abroad, should need to receive regular information on medicinal products registered in Italy, the Organizational Structure will point out the corresponding medicines, if any can be found on-site.

#### **AVAILABILITY OF INTERPRETER WHEN ABROAD**

If the Insured, while abroad, were to be admitted to a care facility and had difficulty communicating with doctors because he/she doesn't know the local language, the Organizational Structure will provide an on-site interpreter.

##### **Maximum coverage:**

The cost of the interpreter shall be borne by Europ Assistance for a maximum of 8 working hours.

#### **ADVANCE EXPENSES FOR BASIC NECESSITIES**

*(Valid only for persons who are insured that are resident in Italy)*  
If the Insured were to incur unexpected expenses and were unable to cover them directly and immediately due to: an injury, illness, theft, robbery, a mugging or a failure to deliver the luggage, the Organizational Structure will provide for payment on the spot, as an advance on behalf of the Insured, the bill up to a maximum amount of Euro 5,000.00.

If the amount of the bill exceed the total amount of Euro 150.00 the service will become effective when, in Italy, Europ Assistance shall have received adequate bank guarantees.

##### **The following performances are excluded:**

- transfers of foreign currency abroad which involve violation of the provisions in force in Italy or in the country where the Insured is;
- cases in which the Insured is not able to provide in Italy to Europ Assistance adequate assurances of restitution; in countries where there are no Europ Assistance Branches or Correspondents.

##### **Obligations of the Insured:**

The Insured must report the reason for the request, the amount required, their contact information and references that will enable Europ Assistance to verify the terms of the guarantee of

repayment of the advance. The Insured must repay the amount advanced within one month from the date of the advance or pay, with interest at the current legal tax in addition to the amount advanced.

#### **EARLY RE-ENTRY**

If the Insured, when traveling, were to need to return to his/her residence before the date originally planned for, and by a means other than the one originally intended, due to the death, as resulting from data on the death certificate issued by the registrar, or hospitalized in a life-threatening state, of one of the following relatives: spouse/partner as if married, son/daughter, brother, sister, parent, father/mother-in-law, son-in-law, daughter-in-law, the Organizational Structure will provide, with costs borne by Europ Assistance, a first class train ticket or one economy class airplane ticket, so that he/she can reach the place where the relative will be buried or where he/she is being hospitalized. In the case where the Insured were to travel with a minor, provided he/she is Insured, the Organizational Structure will provide for the re-entry of both. If the Insured is unable to use his/her own vehicle to return early, the Organizational Structure will put at his disposal an additional ticket to go to get his/her vehicle afterwards.

**The following performances are excluded:**

**those cases in which the Insured cannot provide adequate information to the Organizational Structure for the reasons giving rise to the request for early re-entry.**

#### **Obligations of the Insured:**

The Insured must provide, within 15 days following the accident, the original documentation to prove the cause of the accident.

#### **ADVANCE BAIL WHEN ABROAD**

Valid only for persons who are insured that are resident in Italy. If the Insured is arrested or threatened with arrest and was therefore obliged to pay to foreign authorities bail in order to be set free and could not do so directly and immediately, the Organizational Structure will pay the bail, as an advance on behalf of the Insured. Europ Assistance will anticipate the payment of bail up to a maximum amount of Euro 15,000.00. The amount of bail paid by Europ Assistance as an advance, however, can never exceed the sum of Euro 15,000.00. The service will become effective from the moment Europ Assistance shall have received bank guarantees in Italy. For example: cashier's checks, bankers bond.

**The following performances are excluded:**

- transfers of foreign currency abroad which involve violation of the provisions in force in Italy or in the country where the Insured is;
- cases in which the Insured is not able to provide in Italy to Europ Assistance adequate assurances of restitution;
- in countries where there are no Europ Assistance Branches or Correspondents.

#### **Obligations of the Insured:**

The Insured must report the reason for the request, the amount required, their contact information and references that will enable Europ Assistance to verify the terms of the guarantee of repayment of the advance. The Insured must repay the amount advanced within one month from the date of the advance or pay, with interest at the current legal tax in addition to the amount advanced.

#### **REPORT OF A LAWYER ABROAD**

If the Insured is arrested or threatened with arrest and needed legal assistance, the Organization Structure will give the name of a lawyer who is as close as possible to the place where the Insured is, consistent with local availability.

#### **Exceptions:**

- all the costs deriving from the legal intervention will remain the sole responsibility of the Insured. The provision is not effective in countries where there are no Europ Assistance Branches or Correspondents.

#### **SENDING OF URGENT MESSAGES**

If the Insured, in the case of illness while abroad, were unable to send urgent messages to people who are resident in Italy, will provide with transmitting the message to the recipient. The Organizational Structure is not responsible for messages sent.

#### **Art. 15. EXCLUSIONS**

This excludes claims caused by or due to:

- races that involve cars, motorcycles or motorboats and relating to practice and training;
- floods, inundation, earthquakes, volcanic eruptions, weather phenomena that lend themselves to natural disasters, transmutation of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles;
- wars, strikes, revolutions, riots or popular movements, insurrections, looting, acts of terrorism and vandalism;
- malice by the Insured or gross negligence;
- nervous, mental, neuropsychiatric and psychosomatic disorders;
- sicknesses dependent on pregnancy beyond the 26th week of gestation and maternity;
- sickness that is the expression or the direct consequence of chronic pathological conditions or pre-existing at the beginning of the trip;
- removal and/or transplants of organs;
- abuse of alcohol or drugs;
- use of narcotics and hallucinogens;
- attempted suicide or suicide;
- air sports in general, driving and use of hang gliders and other types of ultralight aircrafts, paragliders and the like, jumps from a trampoline with skis or water skis, rock climbing or mountaineering with access to glaciers, free

climbing, kite-surfing, scuba diving, sports that involve flying in general, sports that involve the use of motor or floating vehicles or vessels, boxing, wrestling in its various forms, martial arts in general, heavy athletics, rugby, American football, caving, acts of recklessness, related practice and training and all injuries suffered as a result of sports activities on a professional non-amateur basis (including competitions, practice and training);

- all matters not expressly stated in the individual performances.

**The benefits are not provided in countries that are in a state of war which is declared or de facto. This includes the countries listed on the site <http://watch.exclusive-analysis.com/lists/cargo> that show a degree of risk equal to or greater than 4.0" are considered as such.**

**It is not possible to provide benefits in kind (thus assistance), where the local or international authorities do not allow private entities to carry out activities of direct assistance, regardless of whether or not there is an ongoing risk of war.**

#### **Medical Expenses Reimbursement Insurance**

##### **Art. 16. PURPOSE OF THE INSURANCE**

If the Insured, due to sudden illness or an accident, should incur on-site medical/pharmaceutical/hospitalization expenses for care, or urgent surgery which cannot be postponed, which took place on location and during the trip, during the period of the warranty, Europ Assistance will provide for their reimbursement up to the maximum limit of insurance set forth in the schema below considering the higher limit between those foreseen in the origin and destination Countries. Only in the case of injury will the additional costs for care incurred upon re-entry to the place of residence be included in the warranty, as long as they are carried out within 45 days after the accident itself.

#### **Maximum coverage:**

For medical and pharmaceutical expenses, even in the case of admission to a hospital or a place equipped for emergency situations, Europ Assistance will bear the costs, with direct payment in place by the Organizational Structure and/or as reimbursements, up to the limits set forth in the following list per Insured Person and for the duration/destination of the trip. A fixed, absolute excess of € 35.00 per claim and per Insured Person shall be applied to reimbursements.

The following are included in the maximum coverage provided:

- the duration of in-hospital treatment in a hospital facility prescribed by a doctor up to Euro 200.00 per day for the Insured;
- expenses for emergency dental treatment, only after an accident, up to Euro 100.00 per Insured;
- expenses for repair of dentures, only after an accident, up to Euro 100.00 per Insured.

##### **Art. 17. EXCLUSIONS**

**The following performances are excluded from the warranty:**

- all expenses incurred by the Insured if he/she has not reported to Europ Assistance, directly or through third parties, the event in which hospitalization or emergency care was necessary;

- expenses for treatment or removal of physical defects or congenital malformations, for aesthetic applications, for nursing, physiotherapy, spa and slimming treatments, for dental care (except those specified above as a result of the accident);
- expenses for the purchase and repair of eyeglasses, contact lenses, the cost of braces and/or prosthetic dentures (except those specified above as a result of the accident);
- follow-up visits in Italy for situations resulting from illnesses which started during the trip;
- the expenses of transportation and / or transfer to the Medical Institution and / or place of accommodation of the Insured.

**The warranty is also not due for accidents provoked or caused by or due to:**

- nervous, mental, neuropsychiatric and psychosomatic disorders;
- sicknesses dependent on pregnancy beyond the 26th week of gestation and maternity;
- sickness that is the expression or the direct consequence of chronic pathological conditions or pre-existing at the beginning of the trip;
- injuries resulting from the following activities: rock climbing or mountaineering with access to glaciers, jumps from a trampoline with skis or water skis, driving and use of bobsleighs, driving and use of hang gliders and other types of ultralight aircrafts, paragliders and the like, kite-surfing, reckless acts and all injuries suffered as a result of sports activities on a professional non-amateur basis (including competitions, practice and training);
- removal and/or transplants of organs;
- races that involve cars, motorcycles or motorboats and relating to practice and training;
- wars, earthquakes, weather phenomena that lend themselves to natural disasters, transmutation of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles;
- strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism;
- malice by the Insured;
- abuse of alcohol and/or drugs and the use of narcotics and hallucinogens;
- attempted suicide or suicide.

**The benefits are not provided in countries that are in a state of war which is declared or de facto. This includes the countries listed on the site <http://watch.exclusive-analysis.com/lists/cargo> that show a degree of risk equal to or greater than 4.0" are considered as such.**

**It is not possible to provide benefits in kind (thus assistance), where the local or international authorities do not allow private entities to carry out activities of direct assistance, regardless of whether or not there is an ongoing risk of war.**

#### **Luggage, Personal Effects Insurance**

##### **Art. 18. PURPOSE OF THE INSURANCE**

###### **Art. 18.1. Luggage, Personal Effects**

Should the Insured suffer direct physical damage due to theft, burglary, robbery, mugging, loss, damage of their luggage and/or personal belongings, including clothes worn, who he/she has at the start of the trip. Europ Assistance will provide compensation based on the value thereof reimbursement up to the maximum limit of insurance set forth in the schema below. In case of travel by plane, train, bus or boat, the warranty is operational:

- for those who are Insured who are resident in the European Union or Switzerland, from the station of departure (airport, train station, etc. of the travel package) until the end of the trip as arranged by the Contractor;
- for those who are Insured who are resident in countries outside the European Union or Switzerland, from the date of arrival in one of the countries in the European Union and/or Switzerland until the date of departure from one of the same countries and conclusion of trip;

The warranty is furnished with a territorial extension and will be reimbursed up to the maximum limit of insurance set forth in the schema below, per Insured and for the duration of the trip. Excluding the maximum coverage mentioned above, the maximum coverage for each object, including handbags, suitcases and backpacks, cannot exceed the amount of Euro 150.00. The photographic kits (camera, video camera, binoculars, flashlight, lenses, batteries, bags, etc..) are considered a single object. In the event of theft, robbery, mugging or loss of Identity Card, Passport and Driver's License, in addition to the maximum coverage, the expenses incurred for the reissuing of such documents, certified proof of their expenses, up to a maximum total Euro 50.00, are also reimbursed.

#### **Deductible:**

Damage to equipment and photographic equipment and photosensitive material, radios, televisions, tape recorders, other electronic equipment, musical instruments, defense weapons and/or hunting, diving equipment, eyeglasses or alone, are covered cumulatively up to 50% of the sum insured. Up to 30% of the sum insured is cumulatively covered for damage to cosmetics, medicines, sanitary items; jewelry, precious stones, pearls, watches, gold, silver, and platinum items, furs and other valuables.

The warranty is valid only if the goods are worn or in stored in a Hotel storage.

The sum foreseen is further reduced by 50% for damages resulting from:

- forgetfulness, carelessness or loss by the Insured;
- burglary of luggage stored inside a normal locked trunk of the vehicle, not visible from the outside;
- theft of the entire vehicle,
- theft of objects stored in a tent if it is set up in campground facilities which are equipped and authorized.

###### **Art. 18.2. Delayed Delivery of Luggage**

If the Insured, as a result of delayed delivery of luggage which took place with a delay of over 12 hours relative to scheduled duly confirmed airlines and charter flights, were to incur unforeseen costs for the purchase of toiletries and/or necessary clothing, Europ Assistance will provide for their reimbursement up to the maximum of Euro 100.00 per claim and for the duration of the trip.

##### **Art. 19. EXCLUSIONS**

**The following performances are excluded from the warranty "Luggage and personal belongings":**

- cash, checks, stamps, tickets and travel documents, souvenirs, coins, art objects, collections, samples, catalogs, merchandise, helmet, professional equipment, documents other than the identity card, passport and driving license;
- all accidents which occurred during journeys made with motor vehicles of any capacity;
- damage resulting from willful misconduct or gross negligence of the insured and those associated with sports equipment during their use;
- goods other than clothing, such as watches and eyeglasses and sunglasses, which have been delivered, even with clothes, to transportation companies, including the air carrier;
- theft of luggage inside a vehicle which wasn't properly locked;
- theft of luggage inside a vehicle that is visible from the outside;
- theft of luggage in a vehicle that has not been kept in a garage that's guarded between 8:00 pm and 7:00 am;
- fixed and service accessories of the vehicle itself (including removable players and portable radios).

The following performances are excluded from the warranty "Expenses for delayed delivery of luggage":

- the case of delayed delivery of luggage which took place at the airport of the departing city at the beginning of the journey;
- all the expenses incurred by the Insured after receiving their luggage.

The "Luggage and personal effects" and "Expenses for delayed baggage" warranty are also not due for accidents caused by or due to:

- war, earthquakes, weather phenomena that lend themselves to natural disasters, transmutation of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles;
- strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism;
- malice by the Insured;

#### COMPLAINTS

Any complaints with regards to the company concerning the management of the contract or claims, must be submitted in writing to: Europ Assistance Italia S.p.A., Ufficio Reclami (Complaints Office), Piazza Trento n. 8 postcode 20135 Milan, fax no. 02.58.47.71.28, e-mail: [ufficio.reclami@europassistance.it](mailto:ufficio.reclami@europassistance.it). Should the complainant not be satisfied with the outcome of the claim, or in the event that no response should be received within forty-five days, he/she may contact the IVASS (Istituto per la Vigilanza sulle Assicurazioni – Insurance Supervisory Institute) – Servizio Tutela degli Utenti (User Protection Service), Via del Quirinale 21, 00187 Rome, Italy, fax (+39) 06.42.133.745 or 06.42.133.353.

Complaints sent to IVASS must contain:

- a) first name, surname and domicile of the complainant with any telephone contact number;
- b) identification of the subject or subjects whose work is complained of;

- c) a brief description of the reason for the complaint;
- d) a copy of the complaint made to the insurance company and any reply provided by it;
- e) all documents useful to providing a more complete description of the related circumstances.

To settle cross-border disputes, a complaint can be submitted to the IVASS or the competent foreign system activated using the FIN-NET procedure (by accessing the website: [http://ec.europa.eu/internal\\_market/finances-retail/finnet/index\\_en.htm](http://ec.europa.eu/internal_market/finances-retail/finnet/index_en.htm)).

This is without prejudice to the right to bring the matter before the legal authorities.

EUROP ASSISTANCE ITALIA S.p.A.

### CALLING EUROP ASSISTANCE IN CASE OF EMERGENCY

If necessary, wherever you are, at any time, the **Operations Centre of Europ Assistance operates 24 hours a day**. The skilled personnel of the Operations Centre of Europ Assistance is at your complete disposition, ready to act or to recommend the more suitable procedures to resolve in the best way possible any sort of problem as well as authorizing eventual expenses.

**IMPORTANT: Do not take any actions without first contacting the Operations Centre at**

**Telephone (+39) 02.58.28.65.32**

**To facilitate the management of the claim, you must immediately provide the operator with the following informations:**

1. Type of intervention required
2. Name and surname
3. Number of your Europ Assistance card
4. Contact telephone number

Should the telephone communication with the Operation Centre prove unfeasible you may submit: a fax to (+39) 02-58477201 or a telegram to EUROP ASSISTANCE ITALIA S.p.A. - Piazza Trento, 8 - 20135 MILAN, ITALY.

Europ Assistance, to provide the guarantees foreseen in the Policy, must process the personal data of the Insured Person and to that end it requires the Insured Person's consent, pursuant to Legislative Decree 16/03 (Privacy Code).

Therefore, the Insured Person, by directly or indirectly contacting Europ Assistance, freely provides their consent to the processing of his/her general and sensitive information as indicated on the Disclosure.

Maximum coverage		
	Maximum Expenses	Luggage
Italy	€ 1.000,00	€ 1.000,00
Europe	€ 7.500,00	€ 1.000,00
World	€ 7.500,00	€ 1.000,00