

Viaggi Nostop Vacanza - Fino a 60 gg - Insurance Terms and Conditions

DEFINITIONS

Home: entire building or portion of a building situated in Italy and used as civil dwelling, which is the habitual and/or legal residence of the Insured Party.

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.

Out-of-Court Assistance: activities carried out in order to obtain an amicable settlement to the dispute before a lawsuit is brought.

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.

Beneficiary: the heirs of the Insured Party or other persons designated by him/her, to whom Europ Assistance shall pay the amount insured in the event of death.

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

Content: furniture and furnishings for homes, electrical and/or electronic equipment and electrical appliances, clothing, sports equipment, valuable and precious objects, values and all else in general used for domestic and personal use, improvements and additions (such as, merely by way of example: carpets, paint, rugs, parquet flooring), all as owned by the Insured Party, his/her living family members, domestic collaborators and third parties in general. **Motor vehicles, boats and/or their parts and objects constituting the subject of an artisan or commercial business carried out by the Insured Party or third parties in the rooms comprising the home are excluded.**

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.

Violation: crime for which the perpetrator answers for their knowing, voluntary actions or omissions, whether conduct is committed with or without intent. Violations are punished by arrest or payment of a fine. **For insurance purposes, in any case no expenses will be reimbursed for violation committed by the Insured Party.**

Single Contribution: the taxation on the expenses of legal acts as established by Italian Law no. 488 of 23 December 1999, Art. 9 - Italian Decree-Law no. 28 of 11.03.2002 as subsequently amended.

Contractual Dispute: dispute deriving from breach or violation of obligations accepted by the Parties in the form of contracts, pacts or agreements.

Crime Committed without Intent: committed without criminal intent, the crime is not committed

deliberately or with intent and therefore only for negligence, lack of expertise, imprudence or non-compliance with provisions of law. It must be specifically classified as "without intent" by criminal law and charged as such by the legal authority. **Crime Committed with Intent:** committed with criminal intent, the crime is committed deliberately and with planning. All crimes not specifically classified as "without intent" by the law are considered as such.

Explosion: development of hot or high pressure gas or vapours, due to a chemical reaction that propagates quickly.

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) ITALY: Italy, the Republic of San Marino and the Vatican City.

B) EUROPE: group A) countries and the following countries: 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.

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

D) WORLD including the USA AND CANADA: i group C) countries, the United States 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.

Extortion: the crime whereby someone is forced to do or fail to do something by means of violence or threat, in order to procure unfair profit for oneself or others, to the detriment of third parties, in accordance with Art. 629 of the Italian Criminal Code.

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.

Unlawful Act: the event, with or without intent, that caused unfair damages and which obliges the perpetrator to compensate the damages. The unlawful act does not consist of breach of a contractual obligation, but rather of failure to comply with a provision of law or damaging a third party right. The damages arising as a consequence of the unlawful act are referred to as "non-contractual" damages, because there is no contract in place between the damaged party and the party responsible for said damages.

Doors and windows: items used to close transit ways, lighting and ventilation of buildings and, in general, all that permanently attached to wall structures, with respect to which they have a secondary function of finishing or protection.

Absolute first risk insurance: form of insurance whereby indemnity is assured, up to the amount insured, without application of the proportional rule established by Article 1907 of the Italian Civil Code.

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

Lightning Strike: the natural phenomenon that entails a violent, visible electric shock.

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.

Failure: damage incurred by a vehicle as a result of wear, defect, breakdown, or malfunction of its parts, such that the Insured Party is unable to use the vehicle in normal conditions.

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

Criminal Charge: is the charge of the alleged violation of criminal provisions that is notified to the defendant by means of "guarantee information". This communication must specify the provision violated and the title (with or without intent) of the crime charged.

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.

Permanent Invalidity: the definitive loss, following an injury, of all or part of the generic capacity of the Insured Party to carry out any work, regardless of profession.

Incombustibility: substances and products that at a temperature of 750 degrees centigrade do not give rise to flames or exothermic reactions, are considered as incombustible. The test method is that used by the Home Ministry Experiences Study Centre.

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

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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.

Valuable Objects: pictures, carpets, tapestries, sculptures and works of art (**excluding valuables**), fur coats, silver services and objects, all for domestic or personal use.

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.

Valuables: jewels and valuables, objects of gold, silver or platinum, precious stones, natural or cultivated pearls, coral and related collections, all for domestic or personal use.

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.

Crime: violation of criminal provisions. The types of crimes are envisaged by the Criminal Code or by special rules and are divided up into felonies and criminal offences, according to the different type of imprisonment and/or pecuniary penalties envisaged for them by the law. Felonies are distinguished according to the psychological element of the subject implementing them (see the definitions of "Crime Committed without Intent" and "Crime Committed with Intent").

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.

Fixture: the item used to close transit ways, lighting and ventilation of buildings.

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. Legal

Protection Insurance per claim means the onset of the damaging event - namely the dispute - for which insurance cover exists. A claim involving more than one Insured Party (see also the last paragraph of the Article entitled "ONSET OF THE CLAIM - GUARANTEE START-UP"), shall be considered as a single claim.

Ceiling: the set of elements that constitutes the horizontal separation of two floors of a building, **excluding floor and ceiling coverings.**

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.

Roof: the set of weight-bearing and non weight-bearing structures intended to cover and protect the building from the weather.

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, making mutual concessions, put an end to a dispute that has arisen between them, or prevent it.

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.

Legal Protection: insurance class as established by Italian Legislative Decree no. 209/05 - Articles 163 - 164 - 173 - 174.

New or Replacement Value: this means, for contents, the cost for replacing the insured goods, with the exception of objects of art and collections, with others that are new and identical or equivalent in terms of economic performance, including transport, tax and assembly costs.

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

Vehicle: under Articles 47 et seq. of the New Highway Code, a vehicle is defined as a means of transport for personal use with a total weight when fully loaded of up to 3.5 tonnes, with an Italian number plate and in particular:

- a motor vehicle;
- trailers (appendix trailers, caravans, etc.) towed by motor vehicles;
- caravan and camper van requiring a driving license B to drive them;
- motorcycle.

For "Legal Protection during Travel" insurance, in accordance with Articles 47 et seq. of the New Highway Code, the term vehicle means: motorised bicycles, motorcycles and motor vehicles.

Travel/Trip: the move of the Insured Party for tourism or study purposes. **All travel undertaken to participate in contests/competitions involving extreme activities, is excluded.**

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 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 in 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 pro-*

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visions/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 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. 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. - AGE LIMITS

As regards the "Infortuni in viaggio" [Injury during Travel] guarantee only, the Insurance applies for people aged no older than 75 years old. However, for people reaching that age (75 years old) during the course of the contract, the guarantee shall remain valid until expiry of the Policy.

Art. 15. - 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. 16. - 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. 17. - 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. 18. - 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. 19. - 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 insurance 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 dis-

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turbance 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. TRANSFER TO AN EQUIPPED HOSPITAL CENTRE

If, following an injury or illness, the Insured Party is diagnosed with a disease that cannot be treated in the hospital organisation where the Insured Party is hospitalised, due to objective characteristics ascertained by the Organisational Structure doctors, upon analysing the clinical picture and by agreement with the attending doctor, the Organisational Structure will ensure the transfer of the Insured Party **to the nearest equipped Healthcare Institute accessible with the means and time frame considered most appropriate by the Organisational Structure doctors.**

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).

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.

Exclusions

The following are excluded from cover:

- **diseases or lesions that, according to Organisational Structure doctors, can be treated locally;**
- **infectious diseases, if transport involves a violation of national or international medical rules;**
- **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;**
- **all expenses incurred by the Insured Party if no declaration has been made to Europ Assistance, directly or through third parties, of the hospitalisation or emergency treatment;**
- **expenses to treat or eliminate physical defects or congenital malformations, for aesthetic applications, nursing, physiotherapy, thermal or weight-loss treatments, dental care (apart from that specified above following injury).**

No injuries that, in the doctors' opinion, can be treated at the hospital unit of residence of the Insured Party, rehabilitation therapy or infectious disease if transport would involve the violation of medical rules, will result in the services.

6. 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.**

*cent 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.

7. 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.

8. 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 person 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.

9. 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.

10. 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 pur-**

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chased, 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.**

11. EXTENSION OF THE STAY

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

12. CONTINUATION OF TRIP

If, following an injury or illness that entailed the intervention of the Organisational Structure, the Insured Party does not wish to return home, but rather wishes to continue the trip as scheduled, the Organisational Structure shall pay for the cost of the purchase of a first class rail ticket or economy class air ticket for the Insured Party, a family member or travel companion, as long as insured together and at the same time.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. TELEPHONE EXPENSES

Europ Assistance shall pay or reimburse telephone expenses incurred by the Insured Party to contact the Organisational Structure in order to activate the services guaranteed in the Policy.

Insured Party's obligations

The Insured Party must supply the documents attesting the telephone expenses incurred and all other documents as may be required of him/her.

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 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. 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-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;
- n. participation in contests/competitions involving extreme activities, reckless acts included foot races;

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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 Organisational 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.

If the Insured Party has stipulated a policy with territorial scope of "World including the USA and

Canada", claims taking place in group C countries will be indemnified **up to an amount equating to 50% of the maximum cover insured, as described on the Policy Form.**

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 Insured 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 in Italy and 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 2,000.00 per Insured Party only if the Medical Expenses guarantee is subsequently activated.**
- expenses for search and rescue, **up to Euro 500.00 per claim in Italy and Euro 25,000.00 abroad.**

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, sledding, 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, diving. 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

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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 Healthcare Institute and/or 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 freephone 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 Europ Assistance Italia S.p.A. - Piazza 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.

For the "Top" version, the guarantee also covers mobile telephones, MP3 players, personal computers, tablets, pushchairs, prams and sports equipment (non-professional) specifically checked-in.

The guarantee (Basic or Top) 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 for the "Basic" version, and Euro 300.00 for the "Top" version.

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 (exclusion valid for the "Basic" version);
- 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;

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- 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://sinistrion-line.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 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.

SECTION D - INSURANCE OF INJURY DURING TRAVEL

(This guarantee is only valid if specifically recalled in the Policy Form and if the related premium has been paid)

Art. D1 - INSURANCE SCOPE AND COVERAGE

The guarantees of this Section are due following an injury involving the Insured Party only during travel in going about any non-professional activity.

For the duration of cover, reference must be made to that specifically stated on the Policy Form.

1. INJURY DURING TRAVEL

Europ Assistance guarantees injuries occurring during all non-professional activities **up to the limits of the maximum cover specified on the Policy Form per claim and for the period of Policy validity.**

Injuries deriving from the following are also included in the guarantee:

1. use and driving of all motor vehicles and boats;
2. asphyxia of non-morbid origin;
3. acute food poisoning or poisoning from the assimilation of substances;
4. drowning;
5. electrocution;
6. freezing;
7. sunstroke, from heat or cold;
8. infection and poisoning as a result of lesions, animal bites and insect stings;
9. injury suffered whilst feeling ill, being unconscious or as a consequence of drowsiness;

10. lack of expertise, imprudence or negligence, including wilful negligence;
11. injury caused by exertion, including muscle tears and subcutaneous tear of the Achilles' tendon, **with the exclusion of heart attacks and hernias of all kinds;**
12. popular uprising or acts of terrorism, vandalism and other such attacks, as long as the Insured Party has not been actively involved in such.

If the injury results in Permanent Invalidity or Death and this takes place even after expiry of the insurance but within two years of the date of injury, Europ Assistance will be indemnity in accordance with the criteria better specified under points 2, 3 and 4 below.

2. PERMANENT INVALIDITY

Indemnity for partial Permanent Invalidity is calculated on the amount insured for total Permanent Invalidity, proportionally to the degree of invalidity ascertained in accordance with the criteria and percentages envisaged by the "Table of assessment of the degree of Permanent Invalidity for industry" attached to the Consolidated Act on compulsory insurance for injuries at work no. 1124 of 30 June 1965 as subsequently amended until the date on which this policy is stipulated.

If the injury includes partial, rather than complete (anatomical or functional) loss, the percentages given above are reduced proportionally to the function lost.

In cases of Permanent Invalidity not specified in the above table, indemnity is established with reference to the percentages of the cases indicated, considering the reduced generic working capacity, regardless of the profession of the Insured Party. The total (anatomical or functional) loss of more than one organ or limb entails the application of a percentage of invalidity equal to the sum of the individual percentages due for each lesion, up to a maximum of 100%.

If left-handed, the percentage reduction of capacity to work established for the right arm or right hand shall apply to the left arm and left hand and vice versa.

Deductible

Liquidation of indemnity due for Permanent Invalidity will be determined with the application of a deductible amount of 5%.

Therefore, Europ Assistance will not liquidate any indemnity of Permanent Invalidity is of a degree of no more than 5% of Total. If it should exceed 5% of the total, indemnity will only be liquidated for the excess part. For Permanent Invalidity exceeding 20% of the total, the indemnity will be liquidated without deducting any deductible amount.

3. DEATH

Indemnity is liquidated to the designated Beneficiaries or, for lack of any such designation, to the heirs of the Insured Party in equal parts. Indemnity for death is not cumulative with that of Permanent Invalidity; however, if after payment of indemnity for Permanent Invalidity, as long as within two years of the date of the injury and as a consequence of such, the Insured Party should die, his/her heirs are not required to make any reimbursement, whilst beneficiaries shall only be entitled to the difference between indemnity for death - if greater - and that already paid for Permanent Invalidity.

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4. PRESUMED DEATH

If the Insured Party should be reported missing following an injury able to be indemnified in accordance with the Policy and the body is not found, and death is assumed, Europ Assistance will pay the beneficiaries the amount insured for death.

Liquidation will take place one year after submission of the request for a declaration of presumed death, in accordance with the terms of Articles 60 and 62 of the Italian Civil Code.

If after the indemnity has been paid, it is proven that the Insured Party is still living, Europ Assistance has the right to take action against both the beneficiaries and the Insured Party to obtain a refund of the amount paid. Once returned, the Insured Party may exercise his/her rights for any residual permanent invalidity.

5. FLIGHT RISK

As a partial exception to the Article entitled "Exclusions", the Insurance is extended to include injury that the Insured Party may suffer during tourist or transfer air travel carried out as passenger on any aircraft or helicopters, except:

- by air work companies/businesses on flights other than public passenger transport;
- by air clubs.

The amount of the items insured by this Policy and by other cumulative injury insurance that include this guarantee, stipulated by the Contracting Party with Europ Assistance in favour of the same insured parties, may not exceed the following limits:

a. IN THE EVENT OF DEATH:

- Euro 500,000.00 per person;

- Euro 5,000,000.00 in total per aircraft.

b. IN THE EVENT OF PERMANENT INVALIDITY:

- Euro 500,000.00 per person;

- Euro 5,000,000.00 in total per aircraft.

If the total capital amounts insured should exceed the above amounts, indemnity due in the event of claim shall be reduced accordingly and allocated proportionally to the individual policies, so as to avoid exceeding, when added, the amount due on the basis of the capital amounts pursuant to the paragraph above, without prejudice, in this case, to the right of the Contracting Party to request reimbursement of the taxable premiums in the same proportion.

For the purpose of the guarantee, air travel is understood as starting when the Insured Party enters the aircraft and completed when he/she descends from it.

6. INJURY CAUSED BY WARS AND UPRISINGS

As a partial exception to the Article on "Exclusions" below, the insurance includes all injuries caused by war or other uprising that the Insured Party may suffer outside the territory of the Italian Republic, **for a maximum of 14 days from onset of the events**, as long as the Insured Party was already in the country where the war or uprising occurred.

7. DANGEROUS SPORTS

(Additional guarantee, only valid if specifically recalled in the Policy Form and if the related premium has been paid).

As a partial exception to the Article on "Exclusions", the insurance applies to any injury that the Insured Party may suffer in the amateur practice of the sports indicated under letter m. of the above-specified Article.

Art. D2 - EXCLUSIONS

Injury caused by the following is excluded:

- by driving any motor vehicle or boat, if the Insured Party is not authorised under current law, except where driving with an expired licence, but as long as, at the time of the claim, the Insured Party meets the requirements for renewal;**
- by use, as pilot or passenger, of aircraft, including hang-gliders, ultra-light aircraft, paragliding (without prejudice to the provisions of the point "Flight Risk");**
- by drunkenness, abuse of drugs, use of drugs and hallucinogenic substances;**
- by surgery and medical treatments or examinations not made necessary by the injury;**
- by the participation of the Insured Party in crimes he/she has committed or attempted;**
- by floods, deluge, earth movements and volcanic eruptions;**
- atmospheric phenomena classed as natural disasters;**
- by war and uprisings, without prejudice to the provisions of the point "Injury caused by war and uprising";**
- by transformations or the stabilising of energy of the atom, whether natural or provoked and accelerations of atomic particles (fission and nuclear fission, radioactive isotopes, centring machines, x-rays, etc.);**
- by mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications.**

Injury caused by practising the following is also excluded:

- sports involving the use of motor vehicles and boats;**
- parachuting;**
- the following other sports: boxing, fighting in all its forms, martial arts in general, heavy athletics, rugby, American football, caving, rock or ice climbing, free climbing, sledging, bob sleighing, acrobatic skiing, platform jumps with skis or water skis, diving with breathing apparatus, kite-surfing and professional sports;**
- participation in contests/competitions involving extreme activities and acts of bravado;**
- 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;**
- sports that are the main or secondary professional activity of the Insured Party.**

Art. D3 - OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

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.europasistance.it> or directly at the website www.europasistance.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 the competent office on the envelope (Ufficio Liquidazione Sinistri - Infortuni in Viaggio [Claims Liquidation Office - Injuries during Travel]) and stating:

- first name, last name, address, telephone number;
- Policy number;
- the place, date and time of the event;
- its causes;
- medical certificate.

The progress of the injury must be certified by additional medical documentation until complete recovery or stabilisation of the consequences caused by the injury.

The Insured Party, his/her family members or assignees must allow Europ Assistance to investigate and ascertain as necessary, to this end releasing the doctors treating the Insured Party from their obligation to professional secrecy.

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. D4 - WAIVER OF THE RIGHT OF SUBROGATION

Europ Assistance waives, in favour of the Insured Party or its assignees, the right to subrogation pursuant to Art. 1916 of the Italian Civil Code towards the third parties responsible for the injury.

Art. D5 - ASSESSMENT OF THE DAMAGES - INFORMAL ARBITRATION

Indemnity is determined according to the provisions of the Articles above.

In the event of any disagreement between the Insured Party and Europ Assistance on the potential indemnity of the claim, the Parties shall have the right to entrust settlement of the dispute by writing to two doctors, with one appointed by each party, who shall meet in the municipality in which the Forensic Medicine Institute nearest to the place of residence of the Insured Party.

Where there should be any divergence on the foregoing, these doctors shall constitute a medical panel comprising themselves and a third party doctor appointed by them or, should they fail to agree, by the Council of the Order of doctors with jurisdiction in the place where the Panel of doctors meets. The third doctor thus appointed shall Chair the panel. The medical panel resides in the municipality nearest to the place of residence of the Insured Party, site of the Forensic Medicine Institute. Each Party shall pay for its own expenses and remunerate the doctor it has designated, paying half the expenses and fees of the third doctor.

Decisions of the medical panel are taken by majority vote with complete dispensation from all legal formalities; they are binding on the parties, which hereby waive any challenge of such, save cases of violence, misconduct, error or violation of contractual clauses.

The results of the arbitration must be set out in specific minutes to be prepared as two copies, one for each Party.

Decisions of the medical panel are binding on the Parties even if one of the doctors should refuse to sign the related minutes; said refusal must be noted by the arbitrators in the definitive minutes. This is in any case without prejudice to the right of the Insured Party to contact the legal authorities.

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Art. D6 - CRITERIA FOR POTENTIAL INDEMNITY

Europ Assistance pays indemnity for the direct, exclusive and objectively seen consequences of the injury.

If, at the time of injury, the Insured Party is not physically intact and healthy, only the consequences that would have been suffered in any case, had the injury struck a person who is physically intact and healthy will be indemnified.

In the event of anatomical loss or functional reduction of an organ or limb that had already been partially lost, the percentages pursuant to the Article entitled "SUBJECT OF THE INSURANCE", point 2 "Permanent invalidity" are reduced to consider the level of pre-existing invalidity.

SECTION E - LEGAL PROTECTION INSURANCE DURING TRAVEL

(This guarantee is only valid if specifically recalled in the Policy Form and if the related premium has been paid)

SPECIAL SECTION CONDITIONS

Art. E1 - INSURANCE SCOPE AND COVERAGE

Legal Protection during Travel Insurance applies for violations of the law and legal injuries occurring in Italy and Europe.

Expenses for Out-of-Court Assistance and legal assistance for breach of the law or harm to rights occurring in countries or areas in which warlike events or revolutions are underway are in any case excluded from the guarantee.

In accordance with the conditions of this guarantee and up to the limits **of the maximum amount of Euro 5,000.00 per claim and with no limit in terms of duration of cover**, Europ Assistance ensures Legal Protection, including the related expenses not repeatable on the counterparty, as required by the Insured Party to ensure the protection of his/her interests during travel both in and out of court, in the cases described in this section.

Under this scope, the expenses that can be indemnified include:

- expenses for mediation proceedings to be fulfilled and/or in order to participate in the proceedings;
- expenses for the involvement of a lawyer appointed to manage the claim, in accordance with the provisions of Ministerial Decree no. 140/2012 and/or subsequent amendments;
- expenses for a second lawyer of domicile, only during legal proceedings, for a maximum amount of **up to Euro 2,500.00**. These expenses will only be recognised when the district of the Court of Appeal in which the legal proceedings are rooted, differs from that of the place of residence of the Insured Party, in accordance with the provisions of Ministerial Decree no. 140/2012 and/or subsequent amendments;
- investigation expenses for the search for and acquisition of proof for the defence;
- any counterparty legal costs if the case should be lost with sentencing of the Insured Party, or transaction authorised by Europ Assistance in accordance with the Article entitled "Claim management and free choice of lawyer" letter A);
- the expenses for the involvement of the Court-Appointed Expert Witness, the party's Expert Witness and Experts, as long as they are chosen by

agreement with Europ Assistance in accordance with the Article entitled "Claim management and free choice of lawyer", letter B);

- costs for arbitrators to settle disputes. The expenses of arbitrators paid by the Insured Party are also insured;
- the Single Contribution for the expenses for legal acts (Italian Law no. 488 of 23 December 1999, Art. 9 of Italian Decree-Law no. 28 of 11.03.2002 as subsequently amended), if not repeated against the Counterparty if the latter should lose;
- the expenses relating to the registration of legal acts **up to a limit of Euro 500.00**.

If an event should regard the guarantees of the insurance, the Insured Party can obtain information on said guarantees, the risks insured, the policy conditions, the terms and conditions for making claims and progress on claims already made by telephoning the Europ Assistance freephone number.

Art. E2 - GUARANTEED SERVICES

The expenses that can be indemnified under the Article above entitled "Subject and applicability of the Insurance" apply during travel for the following guarantees:

1. civil suits (or any filing of an appearance as civil party under the scope of criminal proceedings) to obtain compensation for damages to persons and/or objects suffered due to unlawful acts committed by third parties;
2. civil suits (or any filing of an appearance as civil party under the scope of criminal proceedings) to obtain compensation for damages caused by road accidents involving the insured persons as pedestrians or bicycle riders or passengers of any motor vehicle or boat;
3. defence in a criminal setting in proceedings for crimes committed without intent and violations. The service also applies before the official formulation of news of the crime;
4. expenses relating to the involvement of an interpreter if proceedings are rooted abroad relating to the guarantees given by this Section, up to the limits of the maximum amount insured.

Art. E3 - LIMITS TO THE SUBJECT OF THE INSURANCE

Europ Assistance will not pay for:

- **fines, monetary penalties and pecuniary sanctions in general;**
- **expenses liquidated in favour of the civil parties filing an appearance against the Insured Party in criminal proceedings (Art. 541 of the Italian Code of Criminal Procedure).**
- **transfer costs.**

Payment of expenses connected with the execution of imprisonment penalties and the custody of objects, is also excluded.

Art. E4 - EXCLUSIONS

With reference to the risks insured as indicated in the Article entitled "Services Guaranteed", insurance is not provided for:

- a. **disputes consequent to popular tumult, acts of vandalism, earthquake, strikes and lock-downs, as well as the possession or use of radioactive substances;**
- b. **disputes deriving from wilful acts by the Insured Party;**
- c. **disputes relating to family and succession law;**

- d. **disputes relating to tax and fiscal law, without prejudice to the provisions of the Article entitled "Services guaranteed" in relation to the defence in criminal proceedings;**
- e. **disputes relating to administrative law and/or before the bodies of administrative justice;**
- f. **disputes relating to preliminary contracts of sale or purchase of properties or disputes stemming from other methods of acquiring property;**
- g. **disputes relating to or in any case connected with properties not occupied by the Insured Party;**
- h. **operations in construction, transformation and property restructuring works, for which building permits are necessary as issued by the local council or similar certifications issued by the local council or other legally competent authorities;**
- i. **disputes relating to or in any case connected with the ownership or use of motor vehicles or boats and time spent in the water by boats subject to compulsory insurance;**
- j. **events stemming from the ownership or use of motor aircraft;**
- k. **disputes relating to corporate roles held by the Insured Party, including free of charge, in public or private entities;**
- l. **disputes deriving from business, freelance work or employment;**
- m. **disputes relating to patent rights, trademarks, copyright, unfair competition, relations between shareholders and directors and disputes deriving from agency agreements;**
- n. **disputes worth less than Euro 250.00;**
- o. **contractual disputes with Europ Assistance;**
- p. **disputes not specifically included in the items listed under the Article entitled "Guaranteed services".**

RULES GOVERNING CLAIMS

Art. E5 - ONSET OF THE CLAIM - GUARANTEE START-UP

For the purpose of this policy, the term "onset of the claim" is used to mean:

- for the exercise of claims for compensation of non-contractual damages and expenses for defending against damages caused to third parties: the time of onset of the first event that gave rise to the right to compensation;
- for all remaining hypotheses: the time when the Insured Party, the counterparty or a third party began or allegedly began violating provisions of a law or contract.

In the presence of more than one violation of the same kind, for the time the claim onsets, reference is made to the date of first violation.

The insurance guarantee is given for claims, where the respective guarantees are included in the policy, that have arisen:

- during the period for which the Policy is valid, if an exercise of claims for compensation for non-contractual damage, expenses incurred in preparing a defence for damages caused to third parties, criminal proceedings, administrative liability and appeals or oppositions against administration sanctions.

If this Policy replaces another one stipulated for the same risk (from another Company or Europ Assistance), without interruption, the insurance will also apply to wilful conduct implemented during the

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validity of the policy replaced, as long as the claims are declared during the period for which the substitute Policy is valid and refer to acts/events implemented no more than two years prior to the date on which this Policy is stipulated and as long as the claims have not yet been submitted to the Contracting Party and/or Insured Party as at the date on which this policy is issued.

In the event of a claim arising during the above period, the Contracting/Insured Party must provide a copy of the previous policy.

The guarantee also covers claims arising during the period of policy validity and which were reported to Europ Assistance, in accordance with the terms and conditions of this policy, **within 12 (twelve) months of termination of said policy.**

To all intents and purposes, the following shall be considered as a single claim:

- **disputes brought by or against more than one person and concerning identical or connected demands;**
- **investigations or submissions to judgement or administrative liability proceedings against one or more insured persons and due to the same event or act;**
- **criminal charges for continued crime.**

In these events, the guarantee is given in favour of all Insured Parties involved, but the related maximum cover will be single and split between them, regardless of the number and expenses borne by each.

Art. E6 - OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

1. **The Contracting/Insured Party must report any claim as soon as it occurs and/or he/she becomes aware of it, by accessing the portal www.sinistronline.europassistance.it and following the instructions (or accessing the web-site directly at www.europassistance.it claims section), or sending a written report to Europ Assistance Italia S.p.A., Ufficio Liquidazione Sinistri "Tutela Legale" [Claims Liquidation Office "Legal Protection"], Milan, Piazza Trento, 8 - Fax 02 58384210, Freephone number 800.085820.**
2. **In any case, he/she must send Europ Assistance a copy of all acts received, within 7 (seven) days of the date of receipt.**
3. **The Contracting/Insured Party must specify the registered number and/or any other element useful to correctly identifying the proceedings.**

Art. E7 - SUPPLY OF PROOF AND DOCUMENTS REQUIRED TO PROVIDE THE INSURANCE GUARANTEE

The Contracting/Insured Party requesting insurance cover must:

- inform Europ Assistance immediately, completely and truthfully of all details of the claim and indicate the proof and documents bearing this out, and, at request, make them available;
- confer a power of attorney upon the lawyer appointed to protect his/her interests and inform him/her fully and truthfully of all facts, providing evidence and all possible information and procuring the necessary documents.

Art. E8 - CLAIM MANAGEMENT AND FREE CHOICE OF LAWYER

A) Attempt at amicable settlement

Once it has received the declaration of the claim, Europ Assistance will, where possible, make an

attempt at achieving an amicable settlement. The Insured Party may not take any initiative or action, reach any agreements or transactions without the prior approval of Europ Assistance. In the event of breach of these requirements, the Insured Party forfeits his/her right to be indemnified for the claim.

B) Choice of the lawyer or expert

If an amicable settlement cannot be reached to the dispute, or when the nature of the dispute excludes any possibility of an amicable settlement promoted by Europ Assistance, or when there is a conflict of interest between Europ Assistance and the Insured Party, or when a defence is necessary in a criminal setting covered by the Insurance, the Insured Party has the right to choose a lawyer of its trust of those operating in the district of the court of appeal in which the competent legal offices are based, informing Europ Assistance of the appointment. If the dispute or criminal proceedings should be rooted in a district of a court of appeal that differs from that of the residence of the Insured Party, he/she shall have the right to choose a lawyer operating in the district of the court of appeal of his/her residence, in any case providing Europ Assistance with name; in this case, Europ Assistance will also reimburse any expenses incurred exclusively in the legal setting, for a lawyer corresponding to the quantity limits set forth in the policy.

Any Insured Party not intending to exploit his/her right to choose a lawyer may ask Europ Assistance to provide the name of a lawyer to appoint to protect his/her interests. The power of attorney conferred upon the appointed lawyer must be issued by the Insured Party, who must provide him/her with all necessary documentation. Europ Assistance will confirm the professional appointment made.

If it should be necessary to appoint a party's expert witness, this must be agreed in advance with Europ Assistance.

Europ Assistance will in any case reimburse the expenses of a lawyer and/or expert even if the Insured Party has appointed different lawyers/experts.

Europ Assistance is not liable for the work of lawyers, technical consultants and experts.

C) Revocation of the appointment of the designated lawyer or renunciation of the appointment by him/her

In the event of revocation of the professional appointment by the Insured Party and subsequent appointment of a different lawyer during the same level of proceedings, Europ Assistance will reimburse the expenses of only one lawyer, at the choice of the Insured Party.

If the revocation of the professional appointment takes place after completion of a level of proceedings, Europ Assistance will in any case also reimburse the expenses of the lawyer appointed for the new level of proceedings.

In the event of renunciation by the appointed lawyer, Europ Assistance will reimburse both the expenses of the lawyer originally appointed and those of the new appointed lawyer, as long as the renunciation is not a result of an objective evaluation of recklessness in the dispute.

D) Obligations of the Insured Party with regards to lawyers' and experts' fees. Reimbursements of the Insured Party of expenses incurred in managing the dispute

The Insured Party may not reach agreements with the lawyers and experts on their fees, without the prior consent of the company. In the event of failure to fulfil this obligation, the Insured Party forfeits his/her right to be indemnified.

Upon definition of the dispute, Europ Assistance will reimburse the Insured Party for all expenses incurred (**up to the maximum limit established in the Policy and less any deductible amounts and excess**), as long as said expenses cannot be recovered from the counterparty.

E) Disagreement between the Insured Party and the Company

If the Insured Party and Europ Assistance should disagree on the interpretation of the Policy and/or claim management, Europ Assistance undertakes to notify the Insured Party of his/her right to apply for arbitration proceedings and the decision will be submitted, without excluding legal procedures, to an arbitrator designated by mutual agreement of the parties or, for lack of any such agreement, by the President of the Court with territorial jurisdiction to rule on the dispute. The arbitrator will rule according to fairness.

The expenses of the arbitration will be assigned as follows:

- **in the event of a result that is partially or entirely favourable to Europ Assistance, they will be split 50% to each of the two parties;**
- **in the event of a result that is entirely in the favour of the Insured Party, they must be paid in full by Europ Assistance.**

Art. E9 - RECOVERY OF AMOUNTS

Europ Assistance shall have the right to recover any fees, competences and expenses liquidated during the legal proceedings or settlements with the counterparty, as it may have paid in advance.

SECTION F - THIRD PARTY LIABILITY INSURANCE DURING TRAVEL

(This guarantee is only valid if specifically recalled in the Policy Form and if the related premium has been paid)

SPECIAL SECTION CONDITIONS

Art. F1 - INSURANCE SCOPE AND COVERAGE

Europ Assistance holds the Insured Party harmless from all amounts it may be required to pay, as third party liability in accordance with the law, by way of compensation (principal, interest and expenses) for damage accidentally caused to third party, for death, personal injury and damage to objects, as a consequence of an accidental fact that occurred during travel, relating to private life and **excluding, therefore, risks relating to professional activities.**

The insurance also applies for third party liability as may apply to the Insured Party by wilful action of persons for whom he/she is liable, including domestic workers, babysitters and au pairs, for events relating to their duties.

The insurance also applies to:

- the ownership and use of non-motor boats no more than 7.50 m long;
- the ownership and use of horses, other saddled animals and pets. As regards dogs, the insurance is given with the application of a **deductible amount of Euro 78.00** per claim and is also extended in the favour of the person who, with the consent of the Insured Party, uses the animal. As regards dogs, the guarantee applies as long as:
 - a. muzzle or lead is used on dogs when in roads or other places open to the public;
 - b. muzzle and lead is used on dogs walked in public places or taken on public means of transport.

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These obligations do not apply to dogs for the blind or deaf, trained as guide dogs;

- the practice of sports, including competitions, as long as not on a professional level;
- in relation to model-making **damages to models are in any case excluded;**
- the holding of weapons and related munitions and their use for defence, shooting and clay pigeon shooting;
- poisoning or intoxication as a result of the consumption of food and drinks.

The guarantee is given **up to the maximum total amount of:**

Euro 250.000,00	per claim
Euro 250.000,00	per person
Euro 250.000,00	<p>with the limit for damages to objects and animals and the sub-limit of Euro 50,000.00 for each insurance period and with the application of a deductible amount of 10% of the amount available as compensation for each claim for:</p> <ul style="list-style-type: none"> - pollution of the air, water and soil; - total or partial interruption or suspension of industrial, commercial, artisan, agricultural or service activities, as long as consequent to indemnifiable claims in accordance with the policy.

Art. F2 - PERSONS NOT CONSIDERED AS THIRD PARTIES

The following are not considered as third parties:

- the spouse, live-in partner more uxorio, parents, children of all Insured Parties and any relative or equivalent living with him/her and all those registered simultaneously for the travel;
- people who, regardless of the nature of their relationship with the Insured Party, suffer the damages during their work or service.

Art. F3 - MULTIPLE INSURED PARTIES

If insurance is given for multiple Insured Parties, the maximum cover established in the Policy for the damage to which the claim for compensation refers remains, to all intents and purposes, single, even if more than one Insured Party is jointly liable.

Art. F4 - EXCLUSIONS

Damages deriving from the following are excluded:

- a. from theft;
- b. from the ownership of premises and related fixed systems;
- c. from the circulation of motor vehicles on public roads or equivalent areas;
- d. from the sailing of motor boats or in any case boats more than 7.50 metres long;
- e. from the use of aircraft;

f. from the use of motor vehicles, machinery or plants that are run or operated by people not qualified in accordance with current provisions and who have in any case not turned 16 years old;

g. from professional activities.

The following damages are also excluded:

- h. to objects that the Insured Party is holding on delivery, custody or for any reason, with the exception of the systems (gas, electricity, water, telephone, etc.) used by the premises and owned by the supply companies;
- i. to objects carried, towed, lifted, loaded or unloaded;
- j. deriving from the exercise of hunting carried out in compliance with the provisions of Law no. 157 of 11 February 1992, as subsequently amended.

Finally, damages for which legal cover is compulsory are excluded.

Art. F5 - OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

In the event of a claim, the Insured Party shall, within three days of becoming aware of it, make a report by accessing the portal <https://sinistrion-line.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" [Claims Liquidation Office] on the envelope and posting the following:

- first name, last name, address, telephone number;

- Policy number;

- the circumstances of the event;

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.

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. F6 - MANAGEMENT OF DISPUTES AND DEFENCE EXPENSES

Europ Assistance shall, insofar as it is interested therein, manage disputes both in and out of court, civil and criminal, on behalf of the Insured Party, designating, where appropriate, lawyers or technicians and availing itself of all rights or actions due to the Insured Party. The Insured Party shall collaborate to enable the management of said disputes and to appear in person in court where the procedure so requires. Europ Assistance has the right to claim against the Insured Party for any damages caused to it as a result of breach of such obligations. Europ Assistance shall pay for the costs incurred in defending against a claim brought against the Insured Party, **up to the limit of one quarter the maximum cover established in the Policy for the damages to which the claim refers.**

If the amount due to the damaged party should exceed said maximum cover, the expenses will be shared by Europ Assistance and the Insured Party proportionally to their respective interests.

Europ Assistance shall not pay for any expenses incurred by the Insured Party for lawyers or technicians they have not designated and shall not pay for any fines or suchlike nor the costs of criminal justice.

SUPPLEMENT - "CASA CON TE" [HOME WITH YOU]

(This supplementary package, comprising the guarantees envisaged in Sections G and H, is only valid if specifically recalled in the Policy Form and if the related premium has been paid).

SECTION G - ASSISTANCE INSURANCE - HOME WITH YOU

SPECIAL SECTION CONDITIONS

Art. G1 - 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, are supplied in Italy **up to 1 time** per type during the period for which the Policy is in force and **within 24 hours of its expiry.**

SERVICES PROVIDED

1. EMERGENCY LOCKSMITH SERVICES

If the Insured Party requires a locksmith after a theft or attempted theft, loss or damage of keys, or lock malfunction resulting in the inability to access the house or compromising the integrity of the door and making the house unsafe, the Organisational Structure shall arrange for a locksmith to come on a 24-hour-a-day basis including holidays.

Limits of liability

All costs for the locksmith's visit and work will be paid by Europ Assistance **up to a maximum of Euro 150,00 per claim.**

Exclusions

The costs of materials necessary for the repair are not covered and are at the Insured Party's expense.

2. 24 HOUR GLAZIER SERVICE

If the Insured Party requires a glazier due to the breaking of window glasses, the Organisational Structure shall arrange for a glazier to come within 24 hours after the event is reported (**excluding Saturdays, Sundays and public holidays**).

Limits of liability

All costs for the glazier's visit and work will be paid by Europ Assistance **up to a maximum of Euro 100,00 per claim.**

Exclusions

The costs of materials necessary for the repair are not covered and are at the Insured Party's expense.

3. CLEANING COMPANY

In the event that, following an indemnifiable claim in accordance with the Policy, the Insured Party's home needs non-routine cleaning, the Organisational Structure shall identify a suitable cleaning company and arrange for it to provide the service.

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Limits of liability

All costs for the cleaning service will be paid by Europ Assistance **up to a maximum of Euro 150,00.**

4. HOUSE MOVING

In the event that, following an indemnifiable claim in accordance with the Policy, the Insured Party's house is unusable for a **minimum period of 30 days**, the Organisational Structure shall arrange the relocation of the Insured Party's furniture to the new home or to a storage facility in Italy.

Limits of liability

All costs for the relocation will be paid by Europ Assistance **up to a maximum of Euro 1,000.00.**

Exclusions

The coverage does not include relocations carried out more than 60 days after the event, storage fees and any other cost not included in moving costs.

5. HOTEL EXPENSES

In the event that, following an indemnifiable claim in accordance with the Policy, the Insured Party's house is damaged to the point that overnight stay is impossible, the Organisational Structure shall book and arrange a hotel stay for the Insured Party.

Limits of liability

Europ Assistance shall pay hotel and breakfast expenses **up to a total of Euro 250.00 per claim per household.**

Exclusions

Coverage does not include any expenses other than hotel stay and breakfast.

Art. G2 EXCLUSIONS

No services are due for claims caused by or dependent on:

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

Art. G3 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 Organisational 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 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 H - FIRE AND THEFT INSURANCE - HOME WITH YOU

SPECIAL SECTION CONDITIONS

Art. H1 - INSURANCE SCOPE AND COVERAGE

The guarantees of this Section are due for the contents of the Insured Party's home as indicated on the Policy Form and located in Italy, the Republic of San Marino and the Vatican City, when the Insured Party is travelling.

1 - FIRE INSURANCE

Fire insurance is given on the condition that the building of which the premises containing the insured goods are a part, has vertical support structures in an incombustible material; ceilings, external walls and roofing must in any case be constructed and the rooms must be part of a building of which at least two thirds of the total surface area of the floors, including basements but excluding attics, are used as civil housing, offices and professional firms. The guarantees 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.

1.1 FIRE

Within the maximum cover limits of Euro 10,000.00 per claim and for the period of Policy validity, Europ Assistance undertakes to indemnify tangible, direct damages caused to the contents of the home by: fire, lightning strike, explosion, burst, implosion, falling of aircraft and other flying bodies, even if not piloted, their parts or objects carried by them other than explosive devices; sonic wave caused by aircraft and similar; falling of meteorites and other celestial bodies; impact of road vehicles or boats not belonging to and not used by the Contracting Party or Insured Party transiting on public roads or water courses; development of fumes, gas, vapours, heat, failure or abnormal production or distribution of electricity, thermal or hydraulic energy, failure or abnormal function of electronic equipment, heating or conditioning plants, leaking or dripping of liquids, as long as a consequence of the above events, which have struck the insured assets or entities within 20 metres of them; smoke being released following a sudden, accidental failure in the heat production plants that are part of the assets, as long as said plants are connected by means of suitable pipes and chimneys; falling of lifts and load lifts; failures caused by order of the Authority or caused by the Insured Party or third parties to prevent or halt a fire or other insured event; social-political events (strikes, uprisings, tumult, terrorism - sabotage); atmospheric events (direct and immediate action of rain, hail, wind and objects carried by them, when the violence characterising such events is noted by a multitude of entities, insured and otherwise).

1.2 WATER DAMAGES

Within the maximum cover limits pursuant to point 1 of the Article entitled "Object and application of the Insurance", Europ Assistance undertakes to indemnify direct, tangible damages caused to insured goods by water following the accidental breakage of water systems, heating systems (including autonomous ones), conditioning, hygiene or other technical installations, both of the building and the activities carried out therein, as well as by the blockage and overflowing of drains, **excluding public ones**, overflowing caused by the blockage of drains and gutters caused by hail and snow and damages caused by neighbour liability.

1.3 GLASS AND OTHER TRANSPARENT MATERIALS

Europ Assistance shall compensate the expenses incurred by the Insured Party in the event of the breakage of panes of glass and other transparent materials, for their replacement with other new and

equivalent ones in terms of characteristics, including transport and installation costs, **with the exclusion of any other indirect costs and damages, up to the amount of Euro 1,000.00 per claim and per insurance year.**

1.4 ELECTRICAL PHENOMENON

Europ Assistance is obliged to indemnify damages caused to insured goods by electrical phenomenon that, by virtue of currents, shocks, or other electrical phenomena caused in any way, including lightning strikes, damages to mobile electrical and electronic equipment, audio and audio-visual equipment, radio remote transceivers and personal computers for domestic use, **up to the amount of Euro 2,500.00 per claim and per insurance year.**

1.5 SNOW OVERLOAD

Within the limits of the maximum cover pursuant to point 1 of the Article entitled "Object and application of the Insurance", Europ Assistance undertakes to indemnify damages caused to insured goods by snow overload, with the consequent total or partial collapse of the roof and walls, even if relating to temporary roofing or buildings open on more than one side.

Exclusions

Damages caused by the following are excluded from the insurance:

- a. from avalanches and snow slides;
- b. to buildings under construction or being rebuilt (unless said rebuilding is irrelevant in terms of this guarantee) or in any case not compliant with current rules relating to snow overloads and their contents;
- c. to openings, windows and fixtures in general and to waterproofing, unless their damage is caused by the total or partial collapse of the roof or walls following snow overload.

1.6 FREEZING

Within the limits of the maximum cover pursuant to point 1 of the Article entitled "Object and application of the Insurance", Europ Assistance undertakes to indemnify damages caused to insured goods by water leaks, following the breakage of building pipes as a result of freezing.

Exclusions

The following damages are excluded:

- a. from water leaks from pipes installed outside the building or underground;
- b. to rooms without heating systems or with systems that have not been operating for more than 48 hours consecutively prior to the claim.

1.7 REFRIGERATED GOODS

Europ Assistance indemnifies direct, tangible damages caused to food stored in refrigerators and freezers due to the failure or abnormal production or distribution of cold or to leaks of coolant fluid, as long as they are a consequence of other events envisaged by the policy that give rise to an indemnifiable damage.

Payment of indemnity will be made **up to the amount of Euro 500.00 per claim and for the period of Policy validity.**

1.8 EXPENSES

The guarantee covers, following an indemnifiable claim in accordance with this Policy, reimbursements for:

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- a. expenses for the removal, repositioning and depositing with third parties of the contents, if said removal should be essential in order to carry out the repairs in the rooms occupied by the Insured Party, made necessary following an indemnifiable claim in accordance with this Policy, **up to 10% of the amount insured for contents**, without application of the proportional rule, **with the limit of Euro 2,500.00 per claim**;
- b. expenses for the redoing of family documents **up to the amount of Euro 1,500.00 per claim**;
- c. expenses for demolition and clearance of residues of the claim and transport to the nearest tip, **up to the amount of 10% of the indemnity liquidated**;
- d. overnight stays in hotels, bed & breakfast structures and similar or other homes, incurred by the Insured Party and/or his/her live-in family members, if the premises used as his/her main home, struck by an indemnifiable claim in accordance with this Policy, are objectively unable to be used, **up to Euro 50.00 per day, per person, with an annual limit of Euro 1,500.00 for the entire family nucleus**;
- e. rent that the Insured Party cannot receive for premises regularly rented/leased and which have been damaged. This applies for the time necessary to restore them, **no more than one year, with the limit of Euro 1,500.00 per insurance year**;
- f. expenses to replace fuel (naphtha, diesel, kerosene or similar) in the event of leakage following the accidental breakage of heating or conditioning plants used by the building or part thereof, **up to Euro 1,500.00 per claim**.

1.9 DEDUCTIBLE

For the guarantees given under paragraph 1 - FIRE, all indemnity will be made after deducting an absolute fixed amount of Euro 150.00 per claim, which will be paid by the Insured Party.

1.10 GROSS NEGLIGENCE

For the guarantees given in paragraph 1 - FIRE, as an exception to Article 1900 of the Italian Civil Code, damages caused by gross negligence on the part of the Insured Party are also indemnified.

1.11 WAIVER OF THE RIGHT OF SUBROGATION

For the guarantees given under paragraph 1 - FIRE, Europ Assistance waives any counterclaim (Art. 1916 of the Italian Civil Code) against the relatives and equivalent of the Insured Party who may be liable for the damages, without prejudice to case of gross negligence, as long as the Insured Party, in turn, does not claim against the party liable.

2 - THEFT INSURANCE

Theft insurance applies as long as the premises containing the insured objects have all external openings in a vertical line at less than 4 metres from the soil or water surfaces, and accessible, usable floors ordinarily from the outside (therefore without using artifice or particular personal skill) and that the entire scope of such is protected by means of at least one of the following closure methods:

- wooden or rigid plastic fixtures, anti break-in glass, metal or metal alloy and other similar materials commonly used in building; all entirely fixed or closed using suitable devices (such as bars, chains and similar) that can only be

manoeuvred from the inside or which are locked or padlocked;

- **iron grilles (considering those consisting of strong metal bars or metal alloys other than iron also as being such) fixed into the walls or fixture structures.**

The parties specifically agree that in the event of a claim:

- **when the means of protection and closure of the premises do not conform with the foregoing;**

- **where scaffolding has been installed in order to carry out maintenance works on the plant where the insured home is located,**

Europ Assistance will pay the Insured Party 80% of the amount available for liquidation under the terms of the policy, with 20% remaining at the expense of the Insured Party. The guarantees 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.

2.1 THEFT

Within the limits of the maximum cover of Euro 5,000.00 per claim and for the period of Policy validity, direct, tangible damages for the loss of contents are covered in the premises of the home and related accessories, as a result of theft committed after burglars entered the building:

- a. by breakage or break-in of the defences established to protect the premises and the related closure means, as long as said defences and closures have at least the characteristics laid down by the description given in this Article or by making an opening or hole in ceilings, floorings or the walls of the premises;
 - b. using false keys;
 - c. using real keys that had been lost or removed fraudulently from the Insured Party or person having them, as long as the Insured Party has reported their loss or removal to the Competent Authority before the claim. The Insurance applies **until midnight of the second day following report**;
 - d. by means other than ordinary routes that require the overcoming of obstacles or shields using artifice or particular personal skill;
 - e. in a concealed manner, committed by people who have remained inside the premises without the Insured Party's knowing, as long as removal of the stolen goods takes place when all external defences are in place;
- and in relation to:
- f. failures caused by thieves during theft or robbery, whether successful or attempted, of insured goods; for acts of vandalism against insured goods **with the maximum of 10% of the insured value**; to the premises containing the insured goods and fixtures and fittings put in place to protect and shield against accesses and the actual openings of the premises, including security cameras and shielding (excluding contents), **up to Euro 1,500.00 per claim and for the period of Policy validity.**

2.2 LIMITS TO INDEMNITY

Of the amount insured for the theft guarantee, Europ Assistance, in the event of an indemnifiable claim, will pay no more than:

- a. **40% of the amount insured** for valuables and values, wherever they may be kept. For rights

subject to amortisation, the insurance covers the related procedural expenses;

- b. **10% of the amount insured** for goods and objects placed in storage rooms, cellars, garages and any other accessories not connected to the home, including in separate bodies, as long as in the same location, **excluding motor vehicles, valuable objects, valuables and values with the maximum of Euro 250.00 per individual object**;
- c. **10% of the amount insured with the maximum of Euro 500.00 for cash.**

2.3 INCREASE IN INDEMNITY

Europ Assistance also undertakes to indemnify the Insured Party for an additional amount, **up to 10% with the maximum of Euro 750.00 per claim and for the period of Policy validity** of that able to be liquidated in accordance with the policy, for:

1. redoing family documents;
2. expenses incurred in strengthening damaged closure means;
3. losses suffered during the 24 hours prior to blockage, by the fraudulent use of credit cards, **excluding automatic withdrawal and cash machine functions**, removed from the owner following an indemnifiable claim in accordance with the policy.

Art. H2 - GOOD FAITH

As a partial exception to the Article "DECLARATIONS RELATING TO THE RISK CIRCUMSTANCES", failure by the Contracting Party to declare a circumstance that may aggravate the risk, and inexact and/or incomplete declarations made at the time of stipulating this policy or during its validity, shall not prejudice the right to receive compensation for damages, as long as said omissions or inexact declarations were made in good faith and are not the result of misconduct.

It is agreed that the Contracting Party shall be obliged to pay Europ Assistance the greater premium proportional to the greater risk that ensues, as from the moment when said aggravating circumstances arose.

Art. H3 - EXCLUSIONS

For the FIRE guarantee (Articles H1, paragraphs from 1 to 1.9, H2), damages caused by the following are excluded:

- a. **misconduct on the part of the Insured Party**;
- b. **earth movements, volcanic eruptions, tsunamis**;
- c. **flooding, penetration of sea water, landslides and similar**;
- d. **acts of war, invasion, military occupation, insurrection, revolution, confiscation or requisition**;
- e. **atom nucleus transmutation, radiations.**

The guarantees also fail to apply for the following damages:

- f. **caused by freezing (without prejudice to the provisions of point 6. "Freezing"), damp, dripping, lack or insufficient maintenance, with the exception of cases of fire, explosion and burst**;
- g. **caused by rain, hail and wind, limited to the damages suffered by chimneys, solar panels, signs, aerials, overhead cables, sunshades and similar external installations; damages suffered by wooden, plastic buildings and/or buildings open on one or more sides or with incomplete closure or fixtures**

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- are also excluded, as suffered by entities positioned outdoors, trees and bushes, flowers and agricultural crops in general;
- h. caused by rainfall within the building, except for that caused by damage to the roof, walls or fixtures by the violence of the atmospheric events indicated;
 - i. loss or removal of insured objects during events for which insurance is given;
 - j. consequent to lack or abnormal production or distribution of cold or leakage of coolant fluid, even if caused by events guaranteed by this contract (without prejudice to the provisions of point 7. "Refrigerated Goods");
 - k. to the machine or system in which a burst or implosion has taken place, if the event is caused by wear and tear, corrosion or material flaws;
 - l. defacing of the building's external walls.

Limited to damages to computers, audio-visual or other electrical and electronic equipment, damages are excluded where caused by:

- m. wear and tear or lack of maintenance;
 - n. occurring during assembly and dismantling not in connection with maintenance and revision works and damages caused during tests;
 - o. due to flaws known to the Contracting Party or Insured Party at the time of stipulating the Policy and those for which the manufacturer or supplier are legally liable;
 - p. all indirect damages are excluded, including the loss and removal of assets during a fire.
- For the THEFT guarantee (Art. H1 paragraphs from 2 to 2.4), the following are excluded from insurance:
- q. damages to objects outside or positioned in places of shared use;
 - r. damages from loss or removal of the insured objects during fire, explosion or burst;
 - s. damages caused to objects insured by fire, explosion or burst caused by the perpetrator of the claim;
 - t. damages facilitated by the Insured Party and/or Contracting Party with misconduct and wilful negligence and damages committed or facilitated with misconduct and wilful negligence by:
 - people living with the Insured Party or occupying the premises containing the insured objects or rooms connected to them;
 - people for whose actions the Insured Party is liable;
 - those in charge of monitoring the objects themselves or the rooms containing them;
 - people connected with the Insured Party as family relations or affinities that come under the scope of the provisions of Article 649 of the Italian Criminal Code (nos. 1, 2, 3) even if not co-habiting;
 - u. for the goods specified under letter b) above, of the Article entitled "Limits to Indemnity" of this Section, the suspension of the Policy shall instead apply from midnight of the twentieth day;
 - v. the damages to the goods specified in the policy in this Section as occurring in the home used on an occasional basis by the Insured Party;
 - w. the damages caused during war including civil wars, with or without declaration, uprisings, invasions and hostilities, revolts, military occupation, transmutation of the nucle-

- us of the atom and radiations caused by the artificial acceleration of atomic particles and exposure to ionising radiation; without prejudice to where the claim took place independently of said events;
- x. damages caused during earthquakes, volcanic eruptions, flooding, sea flooding, landslides, avalanches and snow slides; without prejudice to where the claim took place regardless of said events.

Art. H4 - OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

In the event of a claim, the Insured Party must:

- a. do everything possible to limit the damages and save the insured objects;
- b. notify Europ Assistance, **within 3 (three) days of the onset of the claim or of when he/she becomes aware of it**, in accordance with Article 1913 of the Italian Civil Code, by accessing the portal <https://sinistrionline.europassistance.it> or directly at 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 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 - Ufficio Liquidazione Sinistri (garanzie furto e incendio) [Claims Liquidation Office (fire and theft guarantees)].
- c. in all cases envisaged by the law, to make a written report to the Competent Authority, specifying the circumstances of the event and the approximate value of damages;
- d. keep track and residues of the claim for at least thirty days from the claim date;
- e. in the event of the destruction or removal of credit rights, make a prompt report also to the debtor and fulfil, if the law so allows, the amortisation procedure. The related expenses will be paid by Europ Assistance in accordance with the provisions of Article 1914 of the Italian Civil Code;
- f. in the event of the destruction or removal of credit rights, make a prompt report also to the debtor and fulfil, if the law so allows, the amortisation procedure. The related expenses will be paid by Europ Assistance in accordance with the provisions of Article 1914 of the Italian Civil Code (valid for the Theft guarantee);
- g. prepare a list of damages suffered with reference to the quality, quantity and value of the objects lost or damaged, in any case making its registers, accounts, invoices or all other documents as may be required by Europ Assistance or the Experts available for their investigation and control.

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. H5 - FORM OF THE INSURANCE

The Insurance is provided at "absolute first risk" and according to "new value".

As regards that are fully or partially electrical and/or electronic, including battery-powered goods, the "new value" will only be recognised for goods purchased no more than 12 (twelve) months previous, in other cases acknowledging the "commercial value". The 12-month period runs from the purchase date, new, of the insured goods.

Art. H6 - PROCEDURE FOR ASSESSING DAMAGES

The amount of damages is agreed by the Parties directly or, at either of their request, by means of Experts appointed one by Europ Assistance and one by the Contracting Party in a specific single deed. The two Experts must appoint a third when they are in disagreement and even beforehand, at the request of one of them.

The third Expert will only intervene in the event of disagreement and decisions on the disputed points are passed by majority.

Each Expert has the right to be assisted and aided by other people, who may intervene in the appraisals without, however, having a vote in the resolution.

If either Party should fail to appoint an Expert, or if the Experts cannot agree on the appointment of the third, said appointments, even by request of just one of the Parties, shall be made by the President of the Court in the jurisdiction of which the claim took place.

Each Party shall pay for its own Expert; the costs of the third shall be split equally.

Art. H7 - APPOINTMENT OF EXPERTS

The Experts must:

- a. investigate the circumstances, nature, cause and method of the claim;
- b. verify the exact nature of the descriptions and declarations resulting from the contractual acts and report if at the time of the claim, there were any circumstances that had aggravated the risk and had not been declared, as well as checking to see that the Contracting Party or Insured Party had fulfilled the "Insured Party's Obligations";
- c. verify the existence, quality and quantity of insured objects, determining the value that the objects had at the time of the claim, in accordance with the valuation criteria established by the Article entitled "VALUE OF THE INSURED OBJECTS AND DETERMINATION OF THE DAMAGES";
- d. estimate and liquidate the damages in compliance with contractual provisions.

The results of the expert operations, implemented by the Experts in agreement or by the majority, in the event of a panel of experts, must be detailed in a specific report (with attached detailed estimates), of which two copies must be prepared, one for each of the Parties.

The results of the assessments pursuant to points c) and d) are compulsory for the Parties, who hereby waive any challenge, except in the case of misconduct, error, violence or violation of contractual clauses, without prejudice in any case to any action or exception relating to the potential indemnity of the damages. The expert report is valid even if an Expert refuses to sign it; such refusal shall be certified by the other Experts in the definitive appraisal report. The Experts are excused from having to observe any formalities.

Art. H8 - VALUE OF INSURED OBJECTS AND DETERMINATION OF DAMAGES

The damages are determined separately for each insured entity and the amount is determined as

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the difference between the replacement value at the time of the claim of identical new objects or, for lack thereof, of equivalent objects in terms of the use, quality and function and the value of the contents, determined using the same criteria, remains after the claim, without prejudice to the established limits.

For damaged, disused or useless entities at the time of the claim, and for those that cannot be replaced or substituted, insurance is only given for their value at the "state of use"; i.e. net of depreciation established in relation to the degree of wear and tear, the state of conservation, the method of construction, location, intended purpose, use and all other relevant circumstances.

The Insured Party acquires the right to full indemnity as long as he/she replaces the contents and/or has the building repaired or reconstructed in the same or a different place, within one year for the contents and within two years for the building as from the date of the amicable liquidation deed or definitive expert report, as long as this does not worsen the situation for Europe Assistance.

Until this takes place, Europ Assistance limits indemnity to the value of objects at the "time of the claim" as specified previously.

Europ Assistance will pay the difference between the two indemnity criteria upon presentation of the invoices or according to progress made in performing works as documented by the Insured Party. Any excess or deductible amounts established in the policy will be deducted from the above indemnity.

For the Fire guarantee, it is also established that:

- demolition and clearance costs of residues from the claim must be kept separate from the above estimates;
- for panes of glass, half-glass and glass, the amount of damages shall be given by their replacement cost, including all labour necessary, less the value of recovery and without prejudice to the established limit.

Art. H9 - WILFUL EXAGGERATION OF THE DAMAGES

The Contracting Party or Insured Party who wilfully exaggerates the amount of the damages, declares objects that did not exist at the time of the claim as having been destroyed or lost, hides, removes or tampers with objects saved, uses untruthful or fraudulent means or documents to justify these, wilfully alters the traces, tangible indications and residues of the claim or facilitates its progress, shall forfeit all right to indemnity.

Art. H10 - CREDIT RIGHTS

As regards credit rights, it is established that:

- **unless otherwise established, Europ Assistance shall not pay for any amounts liquidated by them prior to the respective due dates, if envisaged;**
 - **the Insured Party shall return indemnity to Europ Assistance received for them as soon as, by virtue of the amortisation procedure - if permitted - the credit rights have become ineffective;**
 - **their value is given by the sum they bear.**
- As regards specifically bills of exchange, it is also established that the insurance only applies to the effects for which the exercise of the exchange action is possible.**

Art. H11 - COLLECTIONS

If the collection is damaged or partially removed, Europ Assistance will only indemnify the value of the individual pieces that have been lost or damaged, **excluding any consequent depreciation of the collection or the respective parts.**

Art. H12 - RECOVERY OF THE STOLEN OBJECTS (Valid only for the Theft guarantee)

If the stolen objects are entirely or partly recovered, the Insured Party must notify Europ Assistance as soon as it becomes aware of such. Recovered objects shall become the property of Europ Assistance if the latter has compensated the damages in full. If, on the other hand, Europ Assistance has only partially compensated the damages, the value of that recovered shall be due to the Insured Party up to the part of the damages not covered by insurance; the remainder shall be due to Europ Assistance.

Art. H13 - OWNERSHIP OF RIGHTS ARISING FROM THE POLICY

This policy is stipulated by the Contracting Party on its own behalf and in the interests of the entitled party. **In the event of a claim, the Contracting Party shall be the sole party responsible for carrying out all acts necessary to the assessment and definitive determination of the damages, which are also binding on the Insured Party, excluding all faculties to challenge.**

Indemnity liquidated in accordance with the terms of the policy must be paid to the Contracting Party or Insured Party with the consent of the Contracting Party.

Art. H14 - PAYMENT OF THE INDEMNITY

The Insured/Contracting Party has the right to request direct payment of the indemnity by means of the restoration of the damages.

Once it has assessed the documentation in its possession, Europ Assistance may or may not authorise said method of payment.

In the event of authorisation, Europ Assistance shall pay for the expenses up to the limits and maximum cover envisaged by the policy, without the application of any excess or deductible.

Any excess shall be at the expense of the Insured/Contracting Party.

Art. H15 PAYMENT OF THE INDEMNITY RIGHT

If, once it has assessed the documentation in its possession, Europ Assistance should offer the Insured/Contracting Party the direct payment of indemnity by means of restoration of the damages, Europ Assistance shall pay for all expenses up to the limits and maximum cover envisaged by the policy, without the application of any excess or deductible. Any excess shall be at the expense of the Insured/Contracting Party.

SECTION I - LEAVE WITH PEACE-OF-MIND ASSISTANCE INSURANCE

(This guarantee is only valid if specifically recalled in the Policy Form and if the related premium has been paid)

SPECIAL SECTION CONDITIONS

Art. I1 - 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, are supplied in Italy **up to 3 times per type during the period for which the Policy is in force.**

SERVICES PROVIDED

1. MEDICAL CONSULTATION

If, in the event of sudden 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. HOME CARE BY A NURSE

In the event that, following a sudden illness and/or an accident, the Insured Party requires the care of a nurse, the Organisational Structure shall hire one for a predetermined rate, subject to receipt of a medical certificate stating the disease and the treatments to be administered.

Europ Assistance shall pay the nurse fees **up to a maximum of Euro 300.00 per event per insurance period.**

The Insured Party shall communicate the reason for the request and a telephone number and shall transmit the medical certificate.

4. TELEPHONE TUTORSHIP

In the event that, following a sudden illness and/or accident, the Insured Party is admitted to a medical institution for at least one overnight stay, the Organisational Structure shall arrange a telephone contact with the travelling family member from the time of admission the date of returning home.

If the Insured Party is discharged before the travelling family members return from the trip, and the Organisational Structure physicians responsible for the telephone contacts determine that he or she requires a medical examination, Europ Assistance shall arrange at its own expense for one of the physicians of its network to examine the Insured Party at home.

For this service, the home examination by a physician will **only be provided once during the insurance effective period.**

5. TRANSFER TO A HOSPITAL CENTRE IN ITALY

In the event that, following a sudden illness and/or accident, the Insured Party is diagnosed with a diseases that, because of its objective characteristics, the Organisational Structure physicians consider not treatable at the hospital facility of the

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region where the Insured Party resides, **due to sudden shortage of the clinical means necessary and suitable for treatment**, and said physicians, after reviewing the clinical picture, in consultation with the treating physician, identify justified reasons for transferring the Insured Party to a Hospital Centre suitable for treating his/her condition, the Organisational Structure shall:

- identify and arrange admission, taking into account the existing availability, the Hospital Centre best equipped to treat the Insured Party's condition;
- arrange the Insured Party's transport by ambulance, without limits of distance.

The transport will be entirely arranged by the Organisational Structure, including medical or nursing care during transport, if the latter deems it necessary.

The relevant costs shall be incurred by Europ Assistance. **The service shall be provided subject to certification by the Medical Director of the facility involved.**

Exclusions

The following are excluded from coverage:

- diseases or lesions that, according to Organisational Structure physicians, can be treated at the Hospital Facility of the Region of residence;
- diseases or lesions that cannot be treated at the Hospital Facility of the Region of residence due to structural and/or organisational deficiencies of said facility.

The service is not provided if transport involves a violation of medical rules.

Obligations of the Insured Party

The Insured Party shall communicate to the Organisational Structure the name and telephone number of his/her treating physician, if any.

6. RETURN FROM A HOSPITAL CENTRE IN ITALY

In the event that, following "Transfer to a Hospital Centre in Italy", the Insured Party is discharged after hospitalization and needs to return home, the Organisational Structure shall arrange said return using the means of transport that the Organisational Structure physicians, in consultation with the treating physicians, shall deem most suitable for the Insured Party's health conditions:

- first class train, with sleeper if necessary;
- ambulance (without distance limits).

The transport will be entirely arranged by the Organisational Structure, including medical or nursing care during transport, if the latter deems it necessary.

7. IDENTIFICATION AND BOOKING OF SPECIALIST AND DIAGNOSTIC CENTRES

In the event that, because of a sudden illness and/or accident, the Insured Party should be admitted to hospital or undergo surgery or diagnostic tests, the Organisational Structure - in consultation with the treating physician - shall identify and book (taking into account existing availability) the equipped medical institution or diagnostic centre most suitable for the case, at preferential rates and access.

8. TASK FORCE

In the event that, because of a sudden illness and/or accident, the Insured Party **a) urgently requires the following procedures to be performed at home:**

- blood sample collection;
- electrocardiogram;

the Organisational Structure, based on local availability, will arrange for a physician to perform the

required procedure at the Insured Party's home. For the blood sample, availability of the local test laboratory and sample perishability shall be taken into account.

The fee of the physician sent to the Insured Party's home shall be paid by Europ Assistance.

Exclusions

The costs of the tests are not covered

b) is unable to purchase urgent medicines personally, the Organisational Structure will arrange the collection of the prescription from the Insured Party and delivery of the product(s) prescribed by the treating physician. Delivery costs will be paid by Europ Assistance.

Exclusions

The costs of the medicines are not covered.

9. INTEGRATED HOME CARE IN ITALY

The service is provided in the event that the Insured Party is hospitalized at a Medical Institution following sudden illness and/or accident.

Hospital care at home

In the event of hospital stay for at least one night, the Organisational Structure arranges and manages, at the written request of the treating physician, the continuation of hospital care at home through the services of its own medical and paramedical personnel **up to a maximum of 30 days**. The procedures for accessing and delivering the service, once the necessity has been established, shall be determined by the Organisational Structure's medical service in consultation with the Insured Party's treating physicians.

Healthcare services

In the event that, following a sudden illness and/or accident involving hospitalization at a Medical Institution for at least one night, the Insured Party requires non-urgent blood sampling, ultrasound scans or electrocardiograms to be performed at his/her home, test results to be collected, and urgent medicines to be delivered, the Organisational Structure - once the necessity has been established - shall arrange **the service up to a maximum of 30 days after discharge of the Insured Party** from the Medical Institution where he/she was hospitalised.

Non-healthcare services

In the event that, following a sudden illness and/or an accident involving hospitalization at a Medical Institution for at least one night, the Insured Party is unable to leave his/her home, the Organisational Structure arranges for service personnel to perform tasks related to everyday household activities like payments, shopping, administrative tasks, house chores, supervision of children. The Organisational Structure, once the necessity is established, shall arrange the service **for a maximum of 30 days after the Insured Party is discharged** from the Medical Institution where he/she was hospitalised.

Art. 12 - EXCLUSIONS

Reimbursements, indemnity and services consequent to the following are excluded:

- a. injuries, illnesses, malformations, physical defects and pathological states diagnosed before stipulating the contract;
- b. pathological states relating to HIV infection;
- c. mental diseases and psychological disturbances in general, including neurotic behaviour;
- d. injuries and illnesses consequent to the abuse of alcohol, the use of drugs or the non-

therapeutic use of drugs and hallucinogenic products;

- e. voluntary, non-therapeutic abortion;
- f. injuries consequent from crimes committed by the Insured Party; instead, those suffered as a consequence of imprudence and negligence, including serious, of the Insured Party are included;
- g. injuries caused by air sports and the participation in motor races and related trials and training, except where regularity races;
- h. injuries caused during 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;
- i. dental treatment, dental prostheses and dental pathologies not consequent to injury;
- j. aesthetic applications (except for plastic or reconstructive stomatological surgery required as a result of injury or illness);
- k. consequences of wars and uprisings, earth movements, volcanic eruptions and flooding;
- l. consequences of transformations or the stabilising of energy of the atom, whether natural or provoked and accelerations of atomic particles (fission and nuclear fission, radioactive isotopes, centring machines, x-rays, etc.);
- m. purchase, maintenance and repair of prosthesis and therapeutic devices;
- n. stays at thermal establishments, in specialised care homes for nervous and tubercular diseases, in the case of stay and convalescence, rest homes (even if classified as healthcare institutes).

Hospitalisation is also excluded during which only assessments are carried out that, due to their technical nature, can be carried out in an outpatient clinic.

Art. 13 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 Organisational 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 is able and in any case before taking any personal initiative.

For INTEGRATED HOME CARE in case of claim, the Insured Party shall contact the Organisational Structure at least 48 hours before he/she is expected to be discharged from the Medical Institution, by calling the number 02.58286981 and transmitting by fax to 02.58384578 the appropriate medical certificate prescribing home care.

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 I - ASSISTANCE INSURANCE ON THE ROAD

(This guarantee is only valid if specifically recalled in the Policy Form and if the related premium has been paid)

SPECIAL SECTION CONDITIONS

Art. L1 - INSURANCE SCOPE AND COVERAGE

The assistance services, listed in the Services paragraph, which Europ Assistance undertakes to pro-

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vide through the Organisational Structure if the Insured Party encounters problems after the occurrence of a claim, are supplied to vehicles (**with the exclusion of those used for hire or public transport**), with no more than 15 years from the date of first registration **and up to 3 times for each type during the period for which the Policy is in force.**

The services are provided if an event occurs while the Insured Party is travelling at a distance of more than 50 km from his/her or her place of residence.

SERVICES PROVIDED

1. ON-ROAD EMERGENCY SERVICE

In the event that, due to failure or accident, the vehicle cannot move by its own power, the Insured Party shall contact the Organisational Structure via telephone and request a service truck to come and tow the vehicle either to:

- the nearest Authorized Europ Assistance Centre;
- or
- the nearest customer service workshop of the relevant manufacturer or the nearest mechanic;
- or
- to a place indicated by the Insured Party, provided it is located within 50 kilometres (round trip) from where the vehicle stopped.

Maximum cover

Europ Assistance shall pay the cost of towing the vehicle **to any of the destinations listed above and/or within the distance envisaged, per claim.**

Exclusions

The following are excluded from cover:

- **cost of spare parts and any other repair costs;**
- **costs for the use of extraordinary equipment, if required to recover the vehicle;**
- **towing costs, if the accident or failure occurred while the vehicle was circulating off the public road or equivalent areas (e.g. off-road trails).**

2. RECOVERY

In the event that, due to loss and/or breakage of keys, the piercing of tyres, flat batteries, failure to start in general, the vehicle cannot move by its own power, the Insured Party shall contact the Organisational Structure and request a service vehicle which will repair in situ if possible.

Maximum cover

Europ Assistance will pay for the rescue expenses as long as the supplier is **within 20 km of the place of failure;** if not, the "Roadside Assistance" service shall apply.

Exclusions

The following are excluded from cover:

- **cost of spare parts and any other repair costs;**
- **costs for the intervention of extraordinary vehicles;**
- **intervention costs, if the vehicle suffered the failure while circulating off the public road or equivalent areas (e.g. off-road trails).**

3. COURTESY CAR

If the vehicle should be immobilised as a result of failure, incident, fire or partial theft, for which downtime should be required for repair in excess of 8 working hours of certified labour of the workshop in accordance with the terms of the Manufacturer and those of the National Insurance Business

Association (ANIA), or in the case of theft or robbery, the Insured Party must contact the Organisational Structure, which will make a courtesy car available to him/her, for private use, without driver, of 1,200 HP, which will be made available at an authorised car hire centre, according to the availability and methods applied by it and during normal opening hours.

Maximum cover

Europ Assistance shall pay for the costs of the car hire, with unlimited mileage, **until completion of the repair or finding and in any case for a maximum of 5 days.**

Exclusions

The following are excluded from cover:

- **immobilisation of a trailer;**
- **immobilisation of the insured vehicle as a result of the regular services envisaged by the manufacturer;**
- **ordinary maintenance works, repair times cannot in any case be added to those for the damage to be repaired;**
- **costs of fuel and tolls (motorways, ferries, etc.);**
- **insurance coverage not required by law, and the relevant deductibles;**
- **deposits required by rental companies, which must be paid directly by the Insured Party. In some cases, rental companies may request the Insured Party's credit card number as guarantee;**
- **any additional days, in excess of those covered, which must in any case be authorized by the Organisational Structure.**

Insured Party's obligations

In the event of theft, Europ Assistance must be sent a copy of the report made to the local legal authorities.

4. HOTEL EXPENSES

If the vehicle should be immobilised following failure, incident or partial theft, for which repair time of one or more nights is required, or in the event of theft or robbery forcing the Insured Party and passengers to have an overnight stay before returning or continuing travel, the Organisational Structure will reserve and arrange for hotel accommodation.

Limits of liability

Europ Assistance will pay for hotel costs of **up to Euro 100.00 per person, per day, for a maximum of Euro 600.00 per claim, however many people are involved.**

Exclusions

The following are excluded from cover:

- **hotel expenses other than room and breakfast and those indicated.**

5. RETURN OR CONTINUATION OF TRIP

In the event that, following failure, accident, fire or partial theft, the vehicle remains immobilised and requires a stop for repairs **longer than 36 hours** or in the event of theft or robbery, the Organisational Structure shall provide to the Insured Party and the passengers a first class train ticket or an economy class air ticket or a replacement vehicle and/or a taxi for them to return home or continue the trip. The automobile (for private use, without driver, 1,200 cc displacement) will be made available at a rental station having an agreement with Europ Assistance, compatibly with availability, under the terms and conditions applied by the rental service and during normal opening hours.

Limits of liability

The following shall be paid by Europ Assistance:

- cost of tickets **up to a maximum of Euro 400.00;**
- car rental cost, with unlimited mileage, **for a maximum of two days;**
- shipping of any luggage exceeding the limits allowed by public means of transport or that cannot be carried in the rental car, **up to a total of Euro 150.00 per claim.**

Exclusions

The following are excluded from cover:

- **costs of fuel and tolls (motorways, ferries, etc.);**
- **insurance coverage not required by law, and the relevant deductibles;**
- **deposits required by rental companies, which must be paid directly by the Insured Party. In some cases, rental companies may request the Insured Party's credit card number as guarantee;**
- **any additional days, in excess of those covered, which must in any case be authorized by the Organisational Structure.**

Insured Party's obligations

To request travel tickets or the booking of a rental car in his/her name, the Insured Party shall apply directly to the Organisational Structure.

6. RECOVERY OF THE REPAIRED VEHICLE

If the vehicle is repaired at the place of immobilisation, the Organisational Structure shall provide the Insured Party with a first class rail ticket or economy class air ticket in order to enable him/her to recover the vehicle.

Limits of liability

Europ Assistance shall pay for the ticket **up to a maximum of Euro 200.00 per claim in Italy and Euro 400.00 per claim abroad.**

7. SOS INCIDENTE

If the Insured Party should decide to receive support following a road incident, the Organisational Structure shall take action to:

- assist with the completion of the CID model following incidents occurring in Italy;
- assist with the collection of data to be sent to the insurance company following an incident that took place abroad;
- provide contact details for Italian embassies or consulates abroad in order to request bureaucratic assistance;
- provide information on the procedures for the release from seizure of vehicles (only Italy - abroad, the consulate needs to be contacted);
- provide legal consultancy for any actions in defence of rights.

The service is operative 24 hours a day. If further investigation is considered necessary with the consultant/competent entity or if legal consultancy is requested, the response will be supplied on the first working day, from 09:00 to 18:00.

Art. L2 - TERRITORIAL SCOPE

This means the countries in which the claim took place and in which the services are supplied. The policy shall apply to the following countries:

Italy, the Republic of San Marino, the Vatican City, Albania, Algeria, Andorra, Austria, Belgium, Belorussia, Bosnia Herzegovina, Bulgaria, Croatia, Continental Denmark, Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, Ireland and

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Northern Ireland, Iceland, Israel, Latvia, Lebanon, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Morocco, Moldavia, Monaco, Norway, the Netherlands, Poland, Continental Portugal, the United Kingdom, the Czechoslovakian Republic, Romania, European Russia (excluding the Ural Mountains), Serbia, Syria, Slovakia, Slovenia, Continental Spain and the Mediterranean islands, Sweden, Switzerland, Tunisia, Turkey, Ukraine and Hungary.

Art. L3 - EXCLUSIONS

No services are due for claims caused by or dependent on:

- a. the Insured Party's not being authorized to drive the vehicle in accordance with applicable law provisions;
- b. automotive, motorcycle or motor boat races and related tests and training;
- c. war, earthquakes, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
- d. strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism;
- e. misconduct on the part of the Insured Party;
- f. abuse of alcohol or psychological drugs and the use of mind-altering and hallucinogenic substances.

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 <http://watch.exclusive-analysis.com/lists/cargo> <http://www.ihs.com/info/all/jccwatchlist.aspx> 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. L4 - 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 Organisational 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 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 M - INTEGRATED HOME CARE INSURANCE

(This guarantee is only valid if specifically recalled in the Policy Form and if the related premium has been paid)

SPECIAL SECTION CONDITIONS

Art. M1 - 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, **are supplied in Italy** just once during the period for which the Policy is in force.

SERVICES PROVIDED

1. INTEGRATED HOME CARE

If, following injury or illness during travel, which entailed hospitalisation in a Healthcare Institute for at least 3 days, upon his/her return to Italy, the Insured Party requires post-hospitalisation home care, as proven by suitable medical certification, the Organisational Structure shall organise and manage said home care. The methods for accessing and disbursing the service after the Insured Party has been discharged from the Healthcare Institute to which he had been admitted will be defined by the Organisational Structure medical service, once the need for the service has been ascertained by agreement with the doctors attending the Insured Party, within 48 hours of receipt of a written request to this end from them.

The Organisational Structure will organise and manage:

- the continued hospitalisation at home, by means of the services of its own medical and paramedical staff;
- at the home of the Insured Party, blood samples, ultrasound examinations, non-urgent electrocardiograms.

In the event of proven impossibility by the Insured Party, for reasons of health, to leave his/her home, he/she can benefit from the delivery and collection of the results of examinations and the sending of urgent medication, upon presentation of a medical prescription.

Limits of liability

The services are supplied for up to 10 hours in total, which must be used within 45 days of return to Italy.

Exclusions

The following services are excluded:

1. consequent to dental treatment, dental prostheses and dental pathologies not consequent to injury;
2. consequent to aesthetic applications (except for plastic or reconstructive stomatological surgery required as a result of injury or illness).

Art. M2 EXCLUSIONS

Reimbursements, indemnity and services consequent to the following are excluded:

- a. injuries, illnesses, malformations, physical defects and pathological states diagnosed before stipulating the contract;
- b. pathological states relating to HIV infection;
- c. mental diseases and psychological disturbances in general, including neurotic behaviour;
- d. injuries and illnesses consequent to the abuse of alcohol, the use of drugs or the non-therapeutic use of drugs and hallucinogenic products;
- e. voluntary, non-therapeutic abortion;
- f. injuries consequent from crimes committed by the Insured Party; instead, those suffered as a consequence of imprudence and negligence, including serious, of the Insured Party are included;
- g. injuries caused by air sports and the participation in motor races and related trials and training, except where regularity races;
- h. injuries caused during 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;
- i. dental treatment, dental prostheses and dental pathologies not consequent to injury;
- j. aesthetic applications (except for plastic or reconstructive stomatological surgery required as a result of injury or illness);
- k. consequences of wars and uprisings, earth movements, volcanic eruptions and flooding;
- l. consequences of transformations or the stabilising of energy of the atom, whether natural or provoked and accelerations of atomic particles (fission and nuclear fission, radioactive isotopes, centring machines, x-rays, etc.);
- m. purchase, maintenance and repair of prosthesis and therapeutic devices;
- n. stays at thermal establishments, in specialised care homes for nervous and tubercular diseases, in the case of stay and convalescence, rest homes (even if classified as healthcare institutes). Hospitalisation is also excluded during which only assessments are carried out that, due to their technical nature, can be carried out in an outpatient clinic.

Art. M3 OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

For INTEGRATED HOME CARE in case of claim, the Insured Party shall contact the Organisational Structure at least 48 hours before he/she is expected to be discharged from the Medical Institution, by calling the number 02.58286981 and transmitting by fax to 02.58384578 the appropriate medical certificate prescribing home care.

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

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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.