## Non-life insurance

DIP - Information document on the insurance product

Company: Europ Assistance Italia S.p.A. Product: "Costa Crociere" Form TAD228/2 ed. 25.05.2018



Complete pre-contractual and contractual information on the product is supplied in other documents.

What type of insurance is it?
"This policy guarantees assistance and reimburses expenses incurred when issues arise during travel.



#### What is insured

Lugage and it envisages the reimbursement of direct damage to property caused by theft, bag-snatching, robbery, wetting or the spillage of fluids, failure by the carrier to return lugage, up to a maximum of Euro 2,600 per person. In addition to the capital insured for Essential purchases, the reimbursement of up to Euro 400 is envisaged following a delay of more than 12 hours in relation to charter and standard flights that have duly been confirmed for unforeseen expenses incurred for the purchase of toiletries and/or clothing, up to a maximum of Euro 450 per chipmend for the duration of travel. up to a maximum of Euro 150 per claim and for the duration of travel. <u>Healthcare and medical expenses</u>, divided up into:

- Healthcare cover envisages activating the Operating Structure if encountering difficulties during the cruise for health reasons, to obtain the following provisions: Medical consultancy over the telephone, indication of a specialist doctor; Transport -Return for health reasons; Simultaneous return of your family members or a travel companion; Accompanied return of an insured child; Early return; Return travel for a family member or travel companion (maximum cover Euro 100 per day for up to 10 days); Payment of stay extension costs (maximum Euro 100 for up to 10 days); Hotel accommodation costs for your family members or travel companion (maximum Euro 100 per day for up to 10 days and in any case with the limit of Euro 1,000); Return if convalescent (up to Euro 1,000); Identification and sending of urgent medicines; Interpreter available; Transmission of urgent messages; Reimbursement of telephone costs; Transport of body including return travel for a family member up to the limit of Euro 800; Cash advance of up to Euro 8,000.
- After making contact with the Operating Structure, the <u>Medical expenses cover</u> includes: direct payment or reimbursement of medical/pharmaceutical or hospital expenses for urgent surgery or treatment that cannot be postponed even on more than one occasion during the cruise and up to a maximum of Euro 58,200.

  Legal assistance cover envisages, following a culpable event you suffer during travel:
- - the constitution of bail of up to Euro 25,000; the identification of a lawyer abroad, to handle, in situ, any civil disputes involving you directly and payment of the expenses necessary, up to a maximum of Euro 5,000;
- <u>Cruise interruption cover</u> includes the reimbursement of the portion of travel not enjoyed following:
  - Transport Medical repatriation; Early return due to death or hospitalisation with a life-threatening emergency involving your family member at home; Transport of the body.

You and your family members or travel companion are reimbursed the pro rata of the cruise up to a maximum of Euro 5,200.

- Flight delay cover envisages, if the outward or inward bound flight should be at least 8 full hours late for any reason, through the fault of the Airline or causes of force majeure, indemnity of Euro 150, or if the delayed outward bound flight should prevent you from getting on board the ship, reimbursement of 75% of the share of the cruise (net of handling costs, insurance premiums, airport/embarkation/disembarkation taxes and visas.

  Third-party liability cover: covers the amounts you are required to pay, as the party with
- civil liability in accordance with the law, by way of compensation (principal, interest and expenses) for damages involuntarily caused to third parties for death, personal injury and damage to property , as a consequence of an accident that occurred during the period of policy validity, relative to private events.

Damages are also covered deriving from:

- ownership of pets;
- ownership and use of cycles, non-motorised vehicles and boats no longer than 6.5 metres long, or golf cars; use of horses and other saddle animals with the consent of the owner;
- participation in sports, including competitions, at non-professional level; leisure activities in general.

Maximum cover is Euro 25,000 for damages to property and animals and Euro 100,000 for damages to people.

- <u>Injury cover</u> insures accidents (excluding air plane crashes) incurred by you during all shore excursions resulting in death or permanent disability within one year of the date on which they occurred. Injuries suffered following a state of ill-being or unconsciousness are covered, even if deriving from
- lack of expertise, imprudence or negligence, including wilful negligence: asphyxia of non-morbid origin; acute food poisoning or poisoning from the assimilation of substances;

- drowning;
- freezing;

 sun or heat strokes.
 The maximum cover in the event of death or permanent invalidity is Euro 25,000.00. For the case of permanent invalidity, indemnity equal to or less than 5% of the total will be calculated according to the criteria envisaged by the "INAIL table".

- calculated according to the criteria envisaged by the "INAIL table".

  Assistance to Relatives at home cover envisages, in the event of sudden illness or injury involving the parents, spouse/live-in partner, children, brothers, sisters, parents-in-law, sons-in-law, daughters-in-law, grandparents who have stayed at home in Italy, by the Organisational Structure, the 24-hour provision of the following services:

   Telephone medicial advice; Sending of a doctor; Medical expense reimbursement (up to a maximum of Euro 1,300); Ambulance transport; Nursing assistance (up to a maximum of Euro 500 per claim and travel duration); Sending of medicines
  - home; Free management of the appointment by means of the Operating Structure if needing information or an appointment for an examination, check-up or
- hospitalisation; Authorised healthcare network.

  <u>Safe transfer Car assistance cover</u> envisages, in the case of failure and/or accident occurring during normal travel on public roads, involving the vehicle used to reach the place of cruise departure, by the Organisational Structure, the 24-hour supply of the following services:
  - On-road emergency service; Taxi to reach the place of embarkation; Advance repair costs; Delivery of the vehicle upon return from the cruise to the port of arrival; Replacement car - (as an alternative to the Vehicle delivery service). If there is insufficient time to reach the embarkation, reimbursement of expenses is envisaged for the return of passengers to their place of residence/domicile up to an amount of Euro 300 and the reimbursement of vehicle transfer costs to the workshop you have chosen, up to Euro 500.



#### What is not insured?

- All cover excludes:
   countries which, though included within the scope of the policy at the time of reservation or
- departure, are subject to embargo or to sanctions imposed by the UN and/or the EU; strikes (except as provided in the Flight Delay cover), riots and civil unrest;
- curfew, border blockage, reprisals, sabotage, embargo;
- acts of terrorism;
- wars, accidents due to war devices, invasions, actions of foreign enemies, hostilities, civil war, situations of armed conflict, rebellions, revolutions, insurrections, mutinies, martial law, military
- or usurped power or attempt to usurp power; confiscation, nationalisation, seizure, restrictive provisions, detention, appropriation, requisition
- for own title or use by or on the orders of any government, or other national or local authority; pollution of any kind, infiltrations, contamination of the air, water, soil and subsoil or any environmental damage;
- nuclear or partially nuclear explosions, ionising radiation or radioactive contamination developed by nuclear fuels, nuclear waste or nuclear weapons or arising from phenomena of transmutation of the atomic nucleus or radioactive, toxic and explosive properties or from other dangerous features of nuclear equipment or its components;
- materials, substances, biological and/or chemical compounds used for the purpose of causing damage to human life or spreading panic;
- bankruptcy of the Carrier or any other supplier; errors or omissions at the time of booking or inability to obtain a visa or passport;
- Human Immunodeficiency Virus (HIV), Acquired Immuno-Deficiency Syndrome (AIDS) and sexually transmissible diseases;
- wilful misconduct or gross negligence of the Insured Party or people for whom the Insured Person
- is responsible; illegal acts or violations of any Government's laws or prohibitions committed by the Insured Party;
- abuse of alcohol; non-therapeutic use of narcotic and psychotropic drugs;
- mental illness, schizophrenia, manic depressive syndrome, psychosis, major depression in the acute stage;
- suicide or attempted suicide; tornadoes, hurricanes, earthquakes, volcanic eruptions, inundations, floods and other
- upheavals of nature;
- quarantine;
- journey undertaken to an area where a ban or limitation (temporary or otherwise) issued by a relevant public authority is in place; extreme trips in remote areas which can only be reached using special means of rescue;
- driving vehicles for which a licence category higher than B is required and motor vessels for nonprivate use:
- epidemics classed as pandemics (by the WHO), of such a severity and virulence as to entail high level of mortality or to require restrictive measures in order to reduce the risk of transmission to the civil population. Merely by way of example: closing of schools and public areas, restriction of public transport in cities, restrictions to air transport.



#### Are there limits to cover?

Assistance will be supplied per event and within the capital limits insured and any sub-limits.

- For the Medical expense reimbursement cover, the maximum cover specified includes Euro 50,000 to directly pay hospital and surgical costs;
- Euro 5,000 to directly pay medical expenses incurred for inpatient care in the on-board hospital
- Euro 2,000 for transport costs from the place of the event to the emergency room or first admission facility and for search and rescue at sea costs.
- Euro 1.000 for the reimbursement of medical examinations; for medical examinations on board. provided they are incurred as a result of a prescription;
- for outpatient care; care, including physical therapy expenses, incurred by the Insured Party within 60 days of his/her return, due to the direct consequences of an accident occurred during the trip:

refund up to Euro 200 of the costs incurred for urgent dental care.

A fixed, absolute deductible amount shall apply per claim and per Insured Party of Euro 60;

For the Luggage guarantee, cover is limited to:

- Euro 150 for damage to luggage caused by a carrier; Euro 300 per object: for suitcases and travel cases, clothing, personal items which you take with you on the cruise;
- Euro 400 per object and cumulatively Euro 800 for jewels, valuables, watches, furs; Euro 500 for photo and video equipment (considered as a single item);

- Euro 600 for sports equipment; Euro 2,600 per object and cumulative for medical equipment for the disabled;

- Euro 400 per object for children's equipment [e.g. strollers, carriages]

Third party liability cover envisages the reimbursement, with application of a 10% excess charge, with a minimum of Euro 250.

#### Luggage cover also excludes:

- damage arising from or attributable to normal wear and tear, defect, insufficient or inadequate packaging, atmospheric events, scratches or abrasions;
- damage for which a true copy of the report with the stamp of the Police Authorities of the place in which the event occurred is not submitted;
- cash in any form;
- securities of any kind, documents, cheques, traveller's cheques and credit cards;
- coins, stamps, antiques, collections, samples, catalogues, goods, travel tickets; audio and audiovisual equipment, cameras and video cameras entrusted to third parties (hotel staff, airlines, etc.):
- professional equipment, personal computers, mobile phones and PDAs, weapons, helmets, or car stereos.
- - <u>Assistance cover</u> also does not guarantee provisions following:
     trip undertaken against medical advice, or with acute diseases or for the purpose of undergoing medical/surgical treatments
  - organ explant and/or transplant:

  - participation in sports competitions, other than for recreational purposes; failure to contact the Organisational Structure, or in any case to obtain prior authorisation from
- Medical expenses cover also excludes reimbursements for:
  - purchase, application, maintenance and repair of prosthetic and therapeutic devices; weight-loss programmes, spa treatments and elimination of physical defects;

  - voluntary termination of pregnancy, non premature delivery, assisted reproduction and their
  - organ explant and/or transplant;
  - participation in sports competitions, other than for recreational purposes;

- participation in air sports in general, extreme sports if practised outside of sports organisations and without the required safety criteria, any sport practised professionally or otherwise involving direct or indirect remuneration;
- check-ups undergone by the Insured Party after returning to his/her domicile for situations resulting from illnesses that began during the trip;
- rehabilitation treatment and physiotherapy other than that envisaged; failure to contact the Organisational Structure, or in any case to obtain prior authorisation from the latter;
- voluntary discharge against the judgement of the physicians of the facility where you are hospitalised
- voluntary refusal of medical transport/return with consequent discontinuation of the service and reimbursement of all additional hospital and surgical costs up to the amount corresponding to the cost of the refused medical transport/repatriation;
- the newborn baby, if the pregnancy is brought to term during the trip, even in the event of premature birth.
- <u>Legal assistance cover excludes:</u>
   payment of fines, monetary penalties and pecuniary sanctions in general;
  - taxes (revenue stamps on documents, registration fees of judgements and deeds in general);

  - expenses for disputes arising from wilful acts committed by the Insured Party; expenses for disputes relating to the circulation of vehicles subject to mandatory insurance, owned or driven by the Insured Party.
- For flight delay cover, all changes notified to you by or through Costa Crociere more than 12 hours in advance of the last announced time will be considered as "flight operation changes", which are not considered delays and therefore will not be eligible for indemnity.
- Third-party liability cover also excludes damages:
   suits brought against you in the USA or Canada;

  - wilful acts committed or attempted by the Insured Party; the performance of professional activities;

  - the performance of hunting activities;

  - circulation of motor vehicles on public roads or equivalent areas or use of motor boats or aircraft;
  - participation in sports competitions and trials, with or without the use of motor vehicles, other than for recreational purposes:
  - possession and use of weapons and ammunition;
  - property of others which you been entrusted with or are in possession of for whatever reason.
- For the Injury cover, indemnity is not envisaged for incidents/injuries directly or indirectly
  - performance of any professional activity or paid work;

  - use, as a passenger or otherwise, of aircraft (including gliders and ultralights); surgical procedures, tests or medical treatments not related to the injury; participation, as a passenger or otherwise, in sports competitions and trials, with or without the
  - use of motor vehicles, other than for recreational purposes;
  - acts of recklessness and participation in air sports in general, speleology, ski or water ski jumping, acrobatic skiing, off-slope skiing, mountaineering, free climbing, rafting, bungee jumping, as well as any sport practised at a professional level or that involves direct or indirect remuneration.
  - injuries occurred on board the [cruise] ship or on board of any vessel
  - consequences of the injury leading to Acquired Immuno-Deficiency Syndrome (AIDS). Assistance to Relatives at home cover excludes:
- - expenses to treat or eliminate physical defects or congenital malformations, aesthetic applications, nursing care, physical therapy, spa or weight-loss treatments, dental care (other than those required as a result of an injury);
  - expenses for purchasing and repairing glasses, contact lenses, orthopaedic devices and/or prostheses (other than those required as a result of an injury);
  - check-up medical examinations.





What are my obligations?

When you sign the contract: you are obliged to make exact, complete, truthful declarations. Untruthful, inexact or undisclosed declarations may result in the total or partial loss of the right to receive compensation, in addition to the cessation of insurance in accordance with Arts. 1892, 1893 and 1894 of the Italian Civil Code.

During the contract: you are obliged to notify any changes that may worsen the risk. Failure to provide such notification may result in the total or partial loss of the right to receive compensation, in addition to the cessation of insurance in accordance with Arts. 1898 of the Italian Civil Code. In the event of a claim: you are obliged to notify Europ Assistance Italia S.p.A. in writing of the existence of other Insurance policies you may have stipulated with the same characteristics as this one (Art. 1910 of the Italian Civil Code) and to comply with the terms for reporting a claim.

When and how do I need to pay?

The premium must be paid in full upon stipulating the policy. The premium includes tax.

When does cover start and end?

The insurance coverage is effective from the trip start date to the trip end date. Maximum cover duration is 60 consecutive days. For "World Tour" cruises, validity is extended to the whole trip. The "Flight delay" cover applies from the last official time notified by the Tour Operator. Injury cover applies from when disembarking on land and for the time necessary for the trips and excursions; it ends when embarking. Safe Transfer - Car Assistance cover applies from 24 hours prior to starting the cruise, limited to the trip from the residence/domicile to the place of embarkation.

How can I cancel the policy? lo provision is made for temporary cancellation.







## INSURANCE TERMS AND CONDITIONS 34708Q – EMERGING MARKET – TAD 228/2 ed. 25.05.2018

The operation of these terms is subject to the validity of the Policy.

## Disclosure made to the consumer before stipulating the contract at a distance

The insurance contract you are purchasing is defined, in accordance with Italian Legislative Decree no. 206/05, as a remote contract, i.e. a "contract stipulated between a Consumer and the supplier Europ Assistance Italia S.p.A. using one or more remote communication techniques until conclusion of the contract, including the conclusion of the contract itself".

In accordance with Art. 67-quater of Italian Legislative Decree no. 206/05 of the Consumer Code, please note that:

- A "Consumer" is any natural person acting for purposes that do not come under the scope of his/her business or professional activities.
- Europ Assistance Italia S.p.A. is a company authorised to provide insurance under Ministerial Decree of 02 June 1993 (Official Journal no. 152 of 01 July 1993), with registered office in Italy at Piazza Trento 8, 20135 Milan 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 under no. 26 Company subject to the management and coordination of Assicurazioni Generali S.p.A.
- The insurance contract offered is regulated by the Insurance Conditions attached as Form TAD 228/2 for Emerging Market. If said conditions meet your expectations, the premium to be paid in order to conclude the contract is that stated in the Insurance Conditions under the section entitled "Premium".
- Remote sales automatically assign the right to withdraw within 14 days of conclusion of the contract; this is without prejudice to the right of Europ Assistance Italia S.p.A. to withhold the amount due for the premium corresponding to the period for which the contract was in force.
- In accordance with Art. 67-duodecies, paragraph 5b, withdrawal does not apply to travel and baggage insurance policies, or similar short-term insurance policies lasting for less than one month.
- The right to withdraw can be exercised by registered mail with return receipt requested to be sent to the Contracting Party Costa Crociere, to the addresses specified in the Policy and c.c. Europ Assistance Italia S.p.A. Servizio Clienti Piazza Trento 8, 20135 Milano.
- Any complaints concerning insurance cover or claim management must be submitted in writing to Europ Assistance Italia S.p.A. Ufficio Reclami Piazza Trento, 8 20135 Milan, Italy fax no. 02.58.47.71.28 e-mail: ufficio.reclami@europassistance.it

Should the complainant not be satisfied with the outcome of the complaint, or in the event that no response is received within forty-five days, he/she may contact the IVASS (Istituto per la Vigilanza sulle Assicurazioni – Insurance Supervisory Institute) – Servizio Tutela degli Utenti (User Protection Service), Via del Quirinale 21, 00187 Rome, Italy, fax no. 06.42.133.745 or 06.42.133.353, accompanying the complaint with all documentation relating to the claim processed by the Company. As concerns disputes relating to the quantification of covers and the assignment of liability, please remember that the Judicial Authority has exclusive jurisdiction to rule on these, as well as the right to use conciliation systems, where such exist.

#### What is personal data and how is it used by Europ Assistance italia SpA

Disclosure on the processing of personal data for insurance purposes (in accordance with Articles 13 and 14 of the European Personal Data Protection Regulation)

Personal Data is information about a person which enables said person to be distinguished from others. Personal Data includes, for example, name and surname, ID card or passport number, information on health, like illnesses or injuries and information about offences and criminal sentences.

There are rules(1) that govern Personal Data to protect it from incorrect use. Europ Assistance Italia complies with these rules and this is another reason why it wishes to inform you about what it does with your Personal Data(2).

If the information given in this Disclosure should not suffice or if you wish to exercise a right envisaged by the legislation, you can write to the Data Protection Officer c/o Europ Assistance Italia - Ufficio Protezione Dati (Data Protection Office) - Piazza Trento 8 - 20135 Milan or e-mail <a href="https://discrete/ufficio/uffici

# Why does Europ Assistance Italia use your Personal Data and what happens if you do not supply it or do not authorise it to make use of it?

Europ Assistance Italia uses your Personal Data, if necessary including that relating to your health or offences and criminal sentences, for the following insurance purposes:

- to carry out the activities envisaged by the policy, i.e. supplying the SERVICES and GUARANTEES; to carry out the insurance business, i.e. for example to propose and manage the policy,

-collect premiums, reinsurance, controls and statistics; your common Data, which may also relate to your position if the SERVICES and GUARANTEES involve geolocation, is processes to comply with the contract; in order to process, where necessary, your Data relating to your health or offences or criminal sentences, you will need to give consent; in the on-line purchase and quotation process of some policies, automated decision-making processes are used, which may make it impossible to purchase the policy: you can contact Customer Services for more explanations.

- to carry out the insurance business, to prevent and identify fraud, to take any legal action and inform the Authorities of possible crimes, to collect debt, to make infra-group communications, to protect the security of buildings and computer instruments: your Data, including that relating to your health or offences or criminal sentences for which you have given consent, is processed for legitimate interests of the company and third parties;
- to carry out the activities envisaged by the law, such as, for example, the storage of policy and claim documents; to answer requests made by the authorities, such as, for example, the Carabinieri police force, the Insurance Supervisory Institution (IVASS): your Data, including that relating to your health or offences or criminal sentences, shall be processed to comply with the law or regulations.

If you do not supply your Personal Data and/or do not consent to its use, Europ Assistance Italia will be unable to carry out the activities for insurance purposes and, therefore, will also be unable to provide the GUARANTEES and SERVICES.

#### How does Europ Assistance Italia use your personal data and to whom does it disclose it?

Through its employees, collaborators and external subjects/companies(3), Europ Assistance Italia uses the Personal Data it has obtained from yourself or other people (such as, for example from the policy contracting party, a relative of yours or your attending physician, a travel companion or a supplier) both on paper and computer.

For insurance purposes, Europ Assistance Italia may disclose your Personal Data, if necessary, to private and public subjects operating in the insurance sector and other subjects carrying out technical, organisational and operative tasks(4).

According to the activities it needs to carry out, Europ Assistance Italia may use your Personal Data in Italy and abroad and may also disclose it to subjects based in States outside the European Union and which may not guarantee a suitable level of protection according to the European Commission. In these cases, the transfer of your Personal Data to subjects outside the European Union will take place with the suitable, appropriate guarantees according to applicable law. You are entitled to obtain information and, if appropriate, a copy of the guarantees given in transferring your Personal Data outside the European Union, by contacting the Data Protection Office.

Europ Assistance Italia shall not make your Personal Data accessible to the public.

## For how long will we keep your Personal Data?

Europ Assistance Italia keeps your Personal Data for as long as necessary to the management of the above purposes, in accordance with the provisions of legislation or, if lacking, for the length of times specified below

- The Personal Data contained in insurance contracts, insurance treaties and co-insurance
  contracts, claim and dispute files, is kept for 10 years from the last registration in
  accordance with the provisions of the Italian Civil Code, or for another 5 years, in
  accordance with regulatory provisions on insurance.
- The common Personal Data collected on this occasion (for example stipulation of a policy, request for a quotation, etc.) accompanied by consent/refusal of consent for commercial promotions and profiling, is kept forever, as is evidence of the related changes made by yourself over time to the consent/refusal.
- The Personal Data collected following the exercise of the rights of the data subject is kept for 10 years from the last registration in accordance with the provisions of the Italian Civil Code.
- The Personal Data of subjects who have defrauded or attempted fraud, is kept for even longer than 10 years.

In general, for all aspects not specified herein, storage terms are ten years, as per Article 2220 of the Italian Civil Code or other specific terms envisaged by current legislation.

#### What are your rights in protection of your personal data?

In connection with the processing of your Personal Data, you have the following rights: access, rectification, cancellation, limitation, portability, revocation, opposition, which you can enforce in the ways specified in the paragraph below "How can you exercise your rights in protection of your personal data?". You have the right to submit a complaint to the Italian Data Protection Authority; more information is available from the website <a href="https://www.garanteprivacy.it">www.garanteprivacy.it</a>.

#### What can you do to enforce your rights in protection of your personal data?

- To find out what personal data of yours is used by Europ Assistance Italia;
- to ask for correction (updates, changes) or, if possible, deletion of your personal data held by Europ Assistance Italia;
- to oppose the processing of your personal data you can write to

Ufficio Protezione Dati (Data Protection Office) - Europ Assistance Italia SpA - Piazza Trento, 8 - 20135 Milan,

or e-mail: UfficioProtezioneDati@europassistance.it

#### Changes and updates to the Disclosure

Also in view of future changes that may be made to applicable privacy legislation, Europ Assistance Italia may supplement and/or update all or part of this Disclosure. It is agreed that any change, supplement or update will be disclosed in compliance with current legislation, also by means of publication on the website www.europassistance.it.

- (1) The European Personal Data Processing Regulation EU 2016/679 (hereinafter referred to as the "Privacy Regulation") and primary and secondary Italian legislation
- (2) Europ Assistance Italia operates as Data Controller in accordance with the provisions of the Privacy Regulation
- (3) These subjects, in accordance with the Privacy Regulation, are designated as Processors and/or authorised processors or operate as autonomous Controllers or Joint Controllers and shall carry out technical, organisational and operative tasks. These include, for example: agents, subagents and other agency associates, producers, insurance brokers, banks, investment management companies and other acquisition channels; insurers, co-insurers and re-insurers, pension funds, actuaries, trusted lawyers and physicians, technical consultants, roadside assistance, surveyors, auto servicing garages, vehicle demolition centres, healthcare facilities, claim settlement companies and other service providers, Generali Group companies and other companies providing contract management and other services, IT, web-based, financial, administrative, filing, correspondence, auditing and accounting certification services, as well as companies specialized in market and service quality surveys
- (4) Other branches of Europ Assistance, companies of the Generali Group and other subjects, such as, for example insurance intermediaries (agents, brokers, subagents, banks); co-insurance and reinsurance companies; lawyers, doctors, consultants and other professionals; suppliers such as vehicle bodywork workshops, rescuers, demolishers, healthcare facilities, companies handling claims, other companies supplying IT, telematic, financial, administrative, archiving, mailing and profiling services and those recording customer satisfaction levels.

#### **RULES GOVERNING THE INSURANCE COVERAGE**

#### **GENERAL DEFINITIONS**

**Policyholder:** the person whose interest is protected by the insurance, i.e. all participants in cruises operated by Costa Crociere S.p.A. and duly notified to Europ Assistance.

Baggage: all personal items that the Policyholder wears or carries during the cruise, including clothes, sports equipment and personal care items, photo and video equipment, medical equipment for the disabled, baby strollers and carriages, suitcases, or backpacks that hold them, material, equipment for children (strollers, wheelchairs), suitcases, and any travel cases intended to contain such items.

Contracting Party: Costa Crociere S.p.A. – Piazza Piccapietra 48 – 16121 – Genoa, Italy, hereinafter referred to as Costa Crociere.

Domicile: the place where the Policyholder has established his/her main place of business and interests

Europ Assistance Italia S.p.A.: the insurance company, i.e. Europ Assistance Italia S.p.A. - A company authorised to provide insurance under Decree no. 19569 issued by the Ministry for Industry, Trade and Crafts dated 2 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.

Europe: Italy, all European countries and the countries of the Mediterranean basin: Algeria, Cyprus, Egypt, Israel, Lebanon, Libya, Morocco, Syria, Tunisia and Turkey.

Family member: spouse, children, parents, siblings, half-siblings, grandparents, parents-in-law, siblings-in-law, uncles and aunts, cousins, nieces and nephews, grandchildren and any other cohabitants of the Policyholder, as documented by valid certificates.

**Deductible/excess**: the portion of the claim to be paid by the Policyholder, calculated as a fixed amount or a percentage.

**Breakdown**: failure of a motor vehicle, resulting in the Policyholder being unable to use it in normal conditions.

Accident: any sudden and unpredictable event resulting from road traffic that causes damage to the vehicle, as a consequence of which the latter:

- cannot be operated, or
- can be operated, but at the risk of making the damage worse, or
- exposes the Policyholder to danger or severe inconvenience.

Compensation: the amount payable by Europ Assistance to the Policyholder in the event of a claim

Accident: an event caused by an accidental, violent and external cause resulting in objectively observable physical injuries and the consequences of which are death or permanent disability. Healthcare institution: a public healthcare facility or private hospital duly authorized by law to provide hospital care. The following are not considered health institutions under the Agreement: spas, homes for the elderly, long-term or convalescent care facilities, facilities mainly intended for diet programmes, physical therapy and rehabilitation.

Italy: the territories of the Republic of Italy, the Vatican City and the Republic of San Marino. World: Italy, Europe and all countries not included in these definitions.

Residence: the place where the Policyholder has his/her habitual residence.

 $\label{lam:claim:cocurrence} \textbf{Claim:} \ \textbf{occurrence} \ \textbf{of the damaging event covered by the insurance.}$ 

Hospitalization: inpatient admission to a Healthcare Institution involving at least one overnight stay (excluding day hospital and emergency room care).

Organizational structure: the structure of Europ Assistance Service S.p.A. - P.zza Trento, 8 - 20135 Milan, Italy, consisting of managers, staff (doctors, technicians, operators), equipment and units (centralised or otherwise), operating 24 hours a day, 365 days a year or in such other hours as may be established by contract, which, under a specific agreement stipulated with Europ Assistance Italia S.p.A., is responsible for contacting the Policyholder by telephone and for arranging and delivering the assistance provided for in the Policy, at the expense of Europe Assistance Italia S.p.A.

Third party: any person not meeting the definition of "Family Member".

Trip: the cruise, including on-board accommodations, flights, transfers, tours booked in Italy, sold by Costa Crociere S.p.A. to the Policyholder as shown in the relevant travel contract or document.

Vehicle: a vehicle, approved for a maximum of 9 seats, owned by the Policyholder, registered in Italy for no more than the last 10 years.

#### SPECIAL RULES GOVERNING THE INSURANCE IN GENERAL

#### Art.1. EFFECTIVE DATE – EXPIRY – OPERATION

1.1 <u>Section Groups no Cancellation</u> - The benefits and coverage shall be effective and valid: FOR ALL INSURANCE COVERS

 $-\,$  if the individual premium corresponding to the travel price range has been paid and is shown in the reservation documents.

Baggage – Personal assistance – Medical expenses – Traveller's liability – Legal assistance – Cruise Interruption – Flight delay – Assistance to Family Members at home – Safe Transfer

- for Policyholders who are residents of and/or domiciled in Italy, coverage starts from the moment the first service under the travel contract is provided, and ends when the last formality required under the aforesaid contract is completed;
- for citizens residing abroad and temporarily domiciled in Italy, the assistance services to be provided at the Policyholder's residence are delivered at his/her domicile in Italy;
- for cruises taken for tourist, study or business purposes, the coverage shall be effective, in any case, for a maximum of 60 days of the cruise start date. Solely for World Tour cruises (including individual portions) the policy's validity is extended to the entire duration of the cruise:
- for "FLIGHT DELAY", in particular, the coverage is effective from the last official schedule communicated by Costa Crociere S.p.A. to the Policyholder. Subsequent schedule variations due to changes in flight operation shall be considered to constitute a delay only if the Policyholder is notified less than 12 hours in advance of the previously scheduled time;
- up to the maximum amounts provided for each individual cover, as shown in summary in the "Table of Covers and Limits".

#### "Shore Excursion" Injuries

- coverage starts from the moment the Policyholder goes ashore, through the period required to receive the services purchased (tours and excursions), and ends when boarding begins.

#### Safe transfer - Car service

- effective from 24 hours prior to the expected cruise start time and only applicable to the trip from the Policyholder's residence/domicile of the insured person to the boarding point;
- $\,-\,$  limited to one vehicle owned by the Policyholder per household.

1.2 <u>Section Emerging Market</u> - The benefits and coverage shall be effective and valid: FOR ALL INSURANCE COVERS

— if the individual premium corresponding to the travel price range has been paid and is shown in the reservation documents.

Baggage – Personal assistance – Medical expenses – Traveller's liability – Legal assistance – Cruise Interruption – Flight delay

- for Policyholders who are residents abroad, coverage starts from the moment the first service under the travel contract is provided, and ends when the last formality required under the aforesaid contract is completed. For citizens residing abroad the assistance services provided are applied at the same conditions as for residents / domiciled in Italy who travel abroad;
- for cruises taken for tourist, study or business purposes, the coverage shall be effective, in any case, for a maximum of 60 days of the cruise start date. Solely for World Tour cruises (including individual portions) the policy's validity is extended to the entire duration of the cruise:
- for "FLIGHT DELAY", in particular, the coverage is effective from the last official schedule communicated by Costa Crociere S.p.A. to the Policyholder.
- up to the maximum amounts provided for each individual cover, as shown in summary in the "Table of Covers and Limits".

#### "Shore Excursion" Injuries

- coverage starts from the moment the Policyholder goes ashore, through the period required to receive the services purchased (tours and excursions), and ends when boarding begins.

#### Art.2. COMMUNICATIONS

All of the Policyholder's communications, except for calls to the Organizational Structure, shall be made in writing.

#### Art.3. TAX CHARGES

All tax charges in connection with the insurance are borne by the Policyholder.

#### Art.4. JURISDICTION AND LEGISLATION

This contract has been entered into between the parties in Italy. All matters not otherwise regulated herein shall be subject to the laws of Italy.

#### Art.5. COMMON EXCLUSIONS (applicable to all insurance covers)

This policy shall not cover any compensation, service, consequence or event arising directly or indirectly from:

- strikes (except as provided in the Flight Delay cover), riots and civil unrest;
- curfew, border blockage, reprisals, sabotage, embargo;
- acts of terrorism, meaning any act that includes but is not limited to the use of force or violence and/or threat by any person or group of persons acting alone or behind or in connection with any organiser or Government committed for political, religious, ideological or similar purposes including the intention to influence any Government and/or cause alarm in the public opinion and/or in the community or part thereof;

- wars, accidents due to war devices, invasions, actions of foreign enemies, hostilities (whether war is declared or not), civil war, situations of armed conflict, rebellions, revolutions, insurrections, mutinies, martial law, military or usurped power or attempt to usurp power;
- confiscation, nationalisation, seizure, restrictive provisions, detention, appropriation and requisition for its possession or use by or on the orders of any Government (whether civil, military or 'de facto') or another national or local authority;
- pollution of any kind, infiltrations, contamination of the air, water, soil and subsoil or any environmental damage;
- nuclear or partially nuclear explosions, ionising radiation or radioactive contamination developed by nuclear fuels, nuclear waste or nuclear weapons or arising from phenomena of transmutation of the atomic nucleus or radioactive, toxic and explosive properties or from other dangerous features of nuclear equipment or its components;
- materials, substances, biological and/or chemical compounds used for the purpose of causing damage to human life or spreading panic;
- bankruptcy of the Carrier or any other supplier;
- errors or omissions at the time of booking or inability to obtain a visa or passport;
- Human Immunodeficiency Virus (HIV), Acquired Immuno-Deficiency Syndrome (AIDS) and sexually transmissible diseases;
- wilful misconduct or gross negligence of the Policyholder or people for whom the Policyholder is responsible;
- illegal acts or violations of any Government's laws or prohibitions committed by the Policyholder;
- abuse of alcohol;
- non-therapeutic use of narcotic and psychotropic drugs;
- mental illness, schizophrenia, manic depressive syndrome, psychosis, major depression in the acute stage;
- suicide or attempted suicide;
- tornadoes, hurricanes, earthquakes, volcanic eruptions, inundations, floods and other upheavals of nature;
- quarantine;
- journey undertaken to an area where a ban or limitation (temporary or otherwise) issued by a relevant public authority is in place; extreme trips in remote areas which can only be reached using special means of rescue;
- driving vehicles for which a licence category higher than B is required and motor vessels for non-private use;
- epidemics having the characteristics of a pandemic (declared by the WHO), whose severity and virulence results in a high level of mortality or requiring restrictive measures to reduce the risk of transmission to the civilian population, including but not limited to: closing of schools and public areas, restriction of public transport in cities, restrictions to air transport.

#### Art.6. INTENTIONAL OVERSTATEMENT OF LOSS

A Policyholder who intentionally overstates the amount of the loss forfeits the right to compensation.

## Art.7. RIGHT OF SUBROGATION

Europ Assistance Italia S.p.A. has the right to take over, up to the sum paid, any rights and actions that the Policyholder may have against any party liable for the damages. The Policyholder undertakes, under penalty of forfeiture, to provide documents and information that will allow the exercise of the right of recourse and to take all the necessary steps to protect such right.

#### Art.8. REDUCTION OF INSURED AMOUNTS FOLLOWING A CLAIM

In the event of a claim, the amounts insured by the individual policy covers and the relevant limits of liability shall be reduced, effective immediately and until the end of the current insurance period, by an amount equal to that of the indemnifiable loss, net of any deductibles or excesses, without corresponding reimbursement of the premium. This provision shall not apply to the "Cruise Cancellation" cover which, regardless of the outcome of the claim and the value of any compensation, applies to a single loss event and the subsequent claim for compensation, upon the occurrence of which it ceases.

#### Art.9. PREMIUM

The premium for each Policyholder is shown in the Tables below:

Individual cost of Trip	Gross	Gross Premium		of which tax	
Groups without Cancellation	€	7,20	€	0,56	
Emerging Market A	€	7,30	€	0,57	
Emerging Market B	€	11,00	€	0,85	

## Art.10. PERSONAL DATA PROCESSING

The Insured Party undertakes to inform all parties whose personal data may be processed by Europ Assistance Italia, in compliance with the provisions of the insurance contract, of the contents of the Data Processing Disclosure included in these policy conditions, and to acquire consent from them to the processing for insurance purposes of their data, including, where necessary, relative to health and offences and criminal sentences. To this end, the Data Subject may be assigned this consent form: "I have read the Data Processing Disclosure and consent to the processing of my personal data, including medical data and/or that relating to offences and criminal sentences necessary to the management of the policy by Europ Assistance Italia and the subjects indicated in the Disclosure."

## INSURANCE COVERS

## Art.11. BAGGAGE

#### 11.1 Scope

Baggage – Europ Assistance Italia S.p.A., within the limit of the insured amount of  $\in$  2.600,00 per person, shall indemnify the Policyholder against all direct material damages arising from theft, mugging, robbery, fire, wetting or leakage of liquids, and failure by the carrier to deliver the baggage. The cover includes, **up to a maximum of**  $\in$  150,00 per person, any baggage damage caused by a carrier.

Purchase of necessary items – Europ Assistance Italia S.p.A. shall reimburse to the Policyholder, in excess of the insured amount and up to € 400,00 per insurance period, all documented expenses for the purchase of necessary items, incurred as a result of a delay by the Air Carrier in delivering baggage at any of the destinations of the outbound flight, if such delay exceeds 8 hours after the official arrival time. The cover is effective from the time of the first flight checkin to the time of last flight check-in.

11.2 Exclusions

(in addition to the common exclusions set out in the Art.5)

The following are not covered:

- damage arising from or attributable to normal wear and tear, defect, insufficient or inadequate packaging, atmospheric events, scratches or abrasions;
- unless a true copy of the report with the stamp of the Police Authorities of the place in which the event occurred is submitted;

The following properties are excluded:

- cash in any form;
- securities of any kind, documents, cheques, traveller's cheques and credit cards;
- coins, stamps, antiques, collections, samples, catalogues, goods, travel tickets;
- audio and audiovisual equipment, cameras and video cameras entrusted to third parties (hotel staff, airlines, etc.);
- professional equipment, personal computers, mobile phones and PDAs, weapons, helmets, or car stereos.

#### 11.3 Compensation criteria and limits

a) Insurance cover is provided on a "first absolute risk" basis, and therefore without application of the proportional rule set out in Article 1907 of the Italian Civil Code;

b) Compensation shall be paid:

b. 1 within the following limits per item:

- suitcases and travel cases, clothing, personal items which the Policyholder takes with him/her on the cruise:  $\in$  300,00 per item
- jewellery, precious stones, watches, furs: € 400,00 per item and € 800,00 cumulatively
- photo and video equipment (considered as a single item): € 500,00 per item
- sports equipment: € 600,00 per item
- medical equipment for the disabled: the total amount of  $\in$  2.600,00 per item and cumulatively
- children's equipment [e.g. strollers, carriages]: € 400,00 per item

The assessment shall be made on the basis of the commercial value the items had when the event occurred. In the case of items purchased no later than three months prior to the occurrence of the event, the entire purchase price shall be refunded, provided appropriate evidence is submitted;

b.2 without taking into account any expected profits or loss from non-enjoyment or use, or other any damage incurred;

b.3 subsequently to that of the Carrier or Hotel owner responsible for the event, up to the maximum amount insured, net of any amounts already paid and only if the compensation does not cover the full amount of the damage. This provision shall not apply in case of claims for "baggage damage" by a carrier.

## 11.4 Deductible on Damaged Baggage

A deductible of  $\in$  50,00 per claim will be applied on compensation. If the loss is greater than  $\in$  50,00, compensation will be paid within the limit of the insured amount of  $\in$  150,00, without applying any deductible.

#### Art.12. HEALTHCARE and MEDICAL EXPENSES

#### 12.1 Scope of the Healthcare insurance cover

Europ Assistance Italia S.p.A. makes available to Policyholders who should require it during the cruise the medical and organizational support of the Organizational Structure which, in collaboration with doctors on site or on board, will provide the services and the assistance it deems appropriate to handle the case, namely:

**Telephone medical advice:** provision of medical assistance if the Policyholder needs information and/or medical advice. This service does not include diagnosing a medical disease and is based on information provided remotely by the Policyholder. On the basis of the information acquired and the diagnosis of the treating physician, the Organizational Structure shall evaluate the assistance to be provided under the contract.

**Referral to a specialist:** the cover is effective abroad, subject to availability in the area where the need arises.

## **Medical Transport – Repatriation**

- $\ \ from \ the \ emergency \ room \ or \ first \ hospitalization \ facility \ to \ a \ better \ equipped \ medical \ centre;$
- from the medical centre to the Policyholder's residence.

Europ Assistance Italia S.p.A. shall take care of Medical Transport – Repatriation, subject to agreement between the treating physicians, and shall bear all related expenses, using the means deemed most appropriate and, if necessary, the "air ambulance" anywhere in the world and for local transports. Europ Assistance Italia S.p.A. shall not provide Medical Transport – Repatriation for:

- illnesses or injuries that can be treated on site or during the trip, or which do not prevent its continuation:
- infectious diseases, if transport involves a violation of national or international medical regulations.

Simultaneous return of all family members or of one travel companion, provided they are insured, following the medical repatriation or death of the Policyholder.

**Escorted return of an insured minor**. The minor shall be escorted by a person designated by the Organizational Structure, in cases where the Policyholder is unable to handle it directly as a result of an accident or illness.

Early return of the Policyholder, of all his/her family members and a companion, travelling with him on the cruise and also insured, if they should be forced to interrupt the cruise and return to their residence using a means of transport and a travel document other than those contractually provided for, due to death or hospitalization for a life threatening condition of a family member at home.

Round trip for a family member to provide care to the Policyholder who, travelling alone, is hospitalized for a period exceeding 10 days. Europ Assistance Italia S.p.A. shall also bear all expenses for the family member's hotel stay (including breakfast) up to € 100,00 per day for a maximum of 10 days.

Payment of expenses for extension of hotel stay (including breakfast), up to a maximum amount of € 100,00 per day for up to 10 days if the state of health of the Policyholder, while not justifying hospitalisation or arranged medical repatriation, does not allow him/her, by medical prescription, to undertake the return trip on the scheduled date.

Hotel stay expenses for insured family members or a companion travelling with the Policyholder, who are forced to interrupt the cruise to provide care to the hospitalized Policyholder. Europ Assistance Italia S.p.A. shall also bear all expenses for the family member's hotel stay (including breakfast) up to € 100,00 per day for a maximum of 10 days, and in any case up to € 1.000,00 per event.

Return of the convalescent Policyholder, where his/her health condition prevents return using the initially planned means of transport. The cover is extended to family members and a travel companion within the overall limit of  $\in 1.000,00$ .

Finding and shipment of urgent medicines not available on site, but duly registered in Italy. The shipment will be carried out in accordance with local regulations governing the transport of medicines. If shipment is not possible, Europ Assistance Italia S.p.A. provides the Policyholder with information about similar medications. The cost of the medicines is at the Policyholder's expense.

Interpreter to facilitate communications between local treating physicians and the Policyholder hospitalized in a Healthcare Institution. Europ Assistance Italia S.p.A. organizes the service and pays for the cost of 8 working hours.

**Transmission of urgent messages** to people, in Italy, with whom the Policyholder is unable to get in touch.

**Refund of telephone costs** documented and incurred by the Policyholder to contact the Organizational Structure, within the limit of  $\in$  100,00 per insurance period.

Transport of the body – In case of death of the Policyholder during the cruise, Europ Assistance Italia S.p.A. arranges the transport of the body to the place of burial in Italy and pays for transport costs. Funeral and burial expenses, as well as any costs for the search and recovery of the body, are always excluded.

This cover includes the round trip of a family member, if any, up to a maximum of  $\in$  800,00 (economy class airfare or first class train ticket) to travel to the place where the event occurred. The policy does not cover the family member's living expenses and any other costs other than those listed above.

Cash advance up to € 8.000,00 to cover essential expenses. The advance is granted against adequate bank guarantees only for cases of real necessity (e.g. theft or robbery of baggage) and must be returned to Europ Assistance Italia S.p.A. within thirty days of payment of the advance. 12.2 Scope of Medical Expenses cover

If contacted in advance, and up to the limit of each maximum cover per event and per period, Europ Assistance Italia S.p.A. shall make:

Direct payments up to € 50.000,00 of hospital and surgical costs.

Direct payment up to € 5.000,00 of medical expenses incurred for inpatient care in the on-board hospital facility.

The covers are provided until the Policyholder is discharged or is determined, at the sole judgement of Europ Assistance physicians, to be in a condition to be repatriated.

If the Organizational Structure is unable to make direct payment, expenses will be reimbursed, as long as they have been authorised by the Organizational Structure in advance or in any case no later than the date on which the Policyholder is discharged. No reimbursement will be provided if no contact has been made with the Organizational Structure.

Europ Assistance Italia S.p.A. shall proceed, even without prior authorisation, to:

Refund up to € 2.000,00 of the costs incurred for:

- transport from the place of the event to the emergency room or first admission facility;
- search and rescue at sea.

Refund up to  $\in$  1.000,00 of the costs incurred for:

- medical examinations
- on-board medical examinations
- pharmaceuticals, provided they are incurred as a result of a prescription
- outpatient care
- care, including physical therapy expenses, incurred by the Policyholder within 60 days of his/her return, due to the direct consequences of an accident occurred during the trip;

Refund up to  $\in$  200,00 of the costs incurred for urgent dental care.

All the refunds of the Medical Expenses cover are subject to a fixed deductible of € 60,00 per claim.

## 12.3 Exclusions

(in addition to the common exclusions set out in the Art.5)

The covers are not effective for events and/or expenses arising out of or as a result of:

## Assistance during travel

- trip undertaken against medical advice, or with acute diseases or for the purpose of undergoing medical/surgical treatments;
- organ explant and/or transplant;
- participation in sports competitions, other than for recreational purposes;
- failure to contact the Organizational Structure, or in any case to obtain prior authorisation from the latter.

### Medical expenses

Europ Assistance Italia S.p.A. shall not bear costs resulting from:

- failure to contact the Organizational Structure, only in case of Hospitalisation, including Day Hospital. In this case, Europ Assistance Italia S.p.A., if no contact has been made during hospitalization, shall not refund the costs incurred by the Policyholder;
- trip undertaken against medical advice, or with acute diseases or for the purpose of undergoing medical/surgical treatments;
- rehabilitation and physical therapy services other than those referred to in the Medical Expenses section, in the paragraph concerning "Refund of expenses up to € 1.000,00";

- check-ups undergone by the Policyholder after returning to his/her domicile for situations resulting from illnesses that began during the trip;
- purchase, application, maintenance and repair of prosthetic and therapeutic devices;
- weight-loss programmes, spa treatments and elimination of physical defects;
- voluntary termination of pregnancy, premature delivery, assisted reproduction and their complications;
- organ explant and/or transplant;
- participation in sports competitions, other than for recreational purposes;
- participation in air sports in general, extreme sports if practiced outside of sports organisations and without the required safety criteria, any sport practiced professionally or otherwise involving direct or indirect remuneration.

In addition, the covers shall not apply if the Policyholder does not comply with the instructions of the Organizational Structure, in particular:

- voluntary discharge of the Policyholder against the judgement of the physicians of the facility where he/she is hospitalised;
- the Policyholder, or a person acting on his/her behalf, voluntarily refuses medical transport/repatriation. In this case, Europ Assistance Italia S.p.A. shall immediately discontinue the service and reimburse all additional hospital and surgical costs up to the amount corresponding to the cost of the refused medical transport/repatriation;
- the newborn baby, if the pregnancy is brought to term during the trip, even in the event of premature birth.

#### 12.4 Provisions and limitations

The Policyholder hereby releases from professional secrecy, exclusively for events covered by this insurance and exclusively with respect to Europ Assistance Italia S.p.A. and/or to any magistrates in charge of investigating the event, physicians who examined him/her, and persons involved by policy terms and conditions. Additionally:

#### 12.4.1 Assistance during travel

- a) Assistance is provided per event within the limits of the insured amount and any sub-limits.
- b) In compliance with the specific operating conditions, assistance is provided using the means and facilities that Europ Assistance Italia S.p.A. believes, at its sole discretion, to be most appropriate in view of the health conditions and state of necessity of the Policyholder.
- c) When a travel ticket is made available, it shall be in the form of:
- economy class airfare, or
- first class train ticket, or
- ferry

Europ Assistance Italia S.p.A. has the right to request, for prior checking or otherwise, any unused travel tickets of people whose return trip has been paid by Europ Assistance Italia S.p.A.

- d) Europ Assistance Italia S.p.A. shall not be held responsible for:
- delays or impediments in the performance of agreed services due to force majeure or to provisions of local Authorities;
- errors due to incorrect information received from the Policyholder;
- e) Europ Assistance Italia S.p.A. has no obligation to pay compensation in lieu of assistance services.

## 12.4.2 Medical expenses

Europ Assistance Italia S.p.A. shall pay directly or reimburse "Medical Expenses", once or several times during the cruise, until the entire insured amount per person per insurance period has been used up.

#### Art.13. LEGAL ASSISTANCE

If contacted in advance, Europ Assistance Italia S.p.A. shall:

Provide a bail bond up to € 25.000,00 in the event of an act of negligence committed by a Policyholder abroad. The advance is granted against adequate bank guarantees and must be returned to Europ Assistance Italia S.p.A. within thirty days of payment of the advance.

Contact a lawyer abroad when necessary for the prompt local management civil disputes directly involving the Policyholder. Europ Assistance Italia S.p.A. shall bear the necessary costs up to an amount of € 5.000,00. The following are excluded from cover:

- fines, monetary penalties and pecuniary sanctions in general;

member at home, as set out in the relevant cover under the section 12.1;

- taxes (revenue stamps on documents, registration fees of judgements and deeds in general);
- expenses for disputes arising from wilful acts committed by the Policyholder;
- expenses for disputes relating to the circulation of vehicles subject to mandatory insurance, owned or driven by the Policyholder.

## Art.14. CRUISE INTERRUPTION

#### 14.1 Scope

If any of the following assistance services operated by Europ Assistance Italia S.p.A. is provided:

a) medical transport – repatriation, as set out in the relevant cover under the section 12.1; b) early return due to death or hospitalization for a life threatening condition of a family

c) transport of the body as set out in the relevant cover under the section 12.1, Europ Assistance Italia S.p.A. shall reimburse the Policyholder, family members or travelling companion, up to a limit of  $\in$  5.200,00, the unused portion of the cruise, calculated pro-rata from the date they left the ship, on condition that subsequent return on board was not possible.

## 14.2 Provisions and limitations

The reimbursement shall be paid, up to a limit of  $\in$  5.200,00, on the basis of the individual cost of the trip only divided by the number of days of duration and multiplied by the number of days left to completion of the cruise (pro-rata temporis) excluding the day of leaving the ship.

## Art.15. FLIGHT DELAY

#### 15.1 Scope

15.1.1 Compensation - In case of flight delay, calculated on the basis of the official schedule communicated to the traveller/Policyholder in the travel documents or in the notice fax sent by or through Costa Crociere, whatever the reason of such delay and whether due to the airline or to force majeure (e.g. strikes, airport traffic jams, inclement weather etc.), Europ Assistance Italia

S.p.A. shall pay to the Policyholder an amount of € 150,00 if the first outbound and/or return flight is late by more than 8 full hours.

15.2 Reimbursement of 75% of the cruise - Alternatively to the provisions 15.1.1, if the first outbound flight's delay of more than 8 full hours prevents the Policyholder from boarding the ship boarding Europ Assistance Italia S.p.A. shall reimburse 75% of the total amount of the cruise (net of processing costs, insurance premiums, airport/embarking/disembarking fees and visas).

15.2 Exclusions

(in addition to the common exclusions covered in the Art.5).

A "delay" is a change (of at least 8 full hours) in flight departure time communicated within the 12 hours preceding the time shown in the last communication made by or through Costa Crociere to the Policyholder. All changes notified by or through Costa Crociere to the Policyholder more than 12 hours in advance of the last announced time will be considered as "flight operation changes", which are not considered delays and therefore will not be eligible for compensation.

#### Art.16. THIRD-PARTY LIABILITY

#### 16.1 Scope

Europ Assistance Italia S.p.A. shall pay any amounts for which the Policyholder is liable to third parties by way of compensation (principal, interest and expenses) for damage accidentally caused including death, personal injury and loss of property, as a consequence of an accidental fact occurred during the effective period of the policy, relating solely to private life and excluding any liability relating to professional activities. The policy also covers damage arising from:

- ownership of pets;
- ownership and use of cycles, non-motorised vehicles and boats no longer than 6.5 metres long, or golf cars;
- use of horses and other saddle animals with the consent of the owner;
- participation in sports, including competitions, at non-professional level; leisure activities in general.

#### 16.2 Limits of liability

Per event and per insurance period:

- € 25.000,00 for damage to property or animals;
- € 100.000,00 for personal injury.

16.3 Exclusions (in addition to the common exclusions in the Art.5)

The policy does not cover damage resulting from:

- wilful acts committed or attempted by the Policyholder;
- the performance of professional activities;
- the performance of professional activities;
- theft;
- circulation of motor vehicles on public roads or equivalent areas or use of motor boats or aircraft:
- participation in sports competitions and trials, with or without the use of motor vehicles, other than for recreational purposes;
- possession and use of weapons and ammunition;
- property of others which the Policyholder has been entrusted with or is in possession of for whatever reason.

## 16.4 Management of damage litigation – Defence expenses

Europ Assistance Italia S.p.A. shall assume, as long as it is in its interest to do so, the management of out-of-court and in-court disputes in both civil and criminal cases on behalf of the Policyholder, and shall appoint lawyers or experts when appropriate and exercise all the rights and actions to which the Policyholder is entitled.

The Policyholder is expected to cooperate to facilitate the management of such disputes and to appear personally in court whenever the procedure so requires. Europ Assistance Italia S.p.A. has the right to claim against the Policyholder for any damage arising from non-performance of such obligations. Europ Assistance Italia S.p.A. shall bear the legal expenses incurred to defend the Policyholder in actions brought against him/her, up to an amount equal to one quarter of the maximum insured amount. If the amount due to the damaged party exceeds that limit, the expenses are allocated between Europ Assistance Italia S.p.A. and the Policyholder in proportion to their respective interest. Europ Assistance Italia S.p.A. shall not pay any expenses incurred by the Policyholder for lawyers or experts not appointed by Europ Assistance Italia S.p.A. and shall not be liable for fines, penalties, or criminal justice costs.

## 16.5 Excess

Compensation for damage to property and animals is subject to an excess of 10% of the indemnifiable damage, with a minimum of € 250,00 per event.

16.6 Provisions and limitations

The cover is provided on a second risk basis and is subordinate to any other liability policies in place and covering the same risk.

16.7 Territorial applicability

The policy is effective worldwide, with the exception of actions brought against the Policyholder in the USA or Canada.

#### 16.8 Regulatory Sources

This insurance is governed specifically by the laws of Italy. Consequently, Europ Assistance Italia S.p.A. shall not be liable for covering expenses related to actions brought on the basis of foreign legal systems different from the regulatory sources applicable to this insurance contract.

## Art.17. INJURY

#### 17.1 Scope

Europ Assistance Italia S.p.A. ensures accidents (excluding air plane crashes) incurred by the Policyholder during shore excursions resulting in death or permanent disability within one year of the date on which they occurred. Europ Assistance Italia S.p.A. also covers injuries suffered in a state of illness or unconsciousness, or resulting from inexperience, imprudence or negligence. Europ Assistance Italia S.p.A. also considers injuries:

- asphyxia due to causes other than disease;
- acute food poisoning or poisoning from the assimilation of substances;
- drowning;
- freezing;

- sun or heat strokes.

Europ Assistance Italia S.p.A. does not consider injuries:

- hernias, except abdominal hernias from exertion;
- heart attacks, whatever their cause.

#### 17.2 Effectiveness

Coverage starts from the moment the Policyholder goes ashore, through the period required to receive the services purchased (tours and excursions), and ends when boarding begins.

17.3 Insured amounts

- € 25.000,00 for death;
- € 25.000,00 for permanent disability.

#### 19.4 Exclusions

(in addition to the common exclusions set out in the Art.5)

Europ Assistance Italia S.p.A. shall not pay compensation for injuries directly or indirectly resulting from:

- performance of any professional activity or paid work, regardless of how and where it scarried out:
- use, as a passenger or otherwise, of aircraft (including gliders and ultralights);
- surgical procedures, tests or medical treatments not related to the accident;
- participation, as a passenger or otherwise, in sports competitions and trials, with or without the use of motor vehicles, other than for recreational purposes;
- acts of recklessness and participation in air sports in general, speleology, ski or water ski jumping, acrobatic skiing, off-slope skiing, mountaineering, free climbing, rafting, bungee jumping, as well as any sport practiced at a professional level or that involves direct or indirect remuneration.

Additionally, the policy does not cover:

- accidents occurred on board the cruise ship or on board of any vessel;
- consequences of the accident leading to acquired immuno-deficiency syndrome (AIDS).

#### 17.5 Claim settlement criteria

Europ Assistance Italia S.p.A. shall pay:

- a) compensation for death or permanent disability, even if they occur after expiry of the insurance period, but within one year of the date of the accident;
- b) compensation for the direct, exclusive and objectively observable consequences of the injury, independent of physical conditions or diseases that were pre-existing or subsequent to the accident:
- c) the amount of the damage, to be agreed directly with the Contracting Party or a person designated by the latter. In case of disagreement, either Party may propose that the matter be settled by one or more arbitrators, to be appointed by a special instrument;
- d) in the event of death, the insured amount is paid to the beneficiaries;
- e) this compensation may not be combined with permanent disability. If, after permanent disability compensation if paid, the Policyholder dies as a consequence of the same accident, Europ Assistance Italia S.p.A. shall only pay to the beneficiaries the difference between compensation for death if higher and that already paid for permanent disability;
- f) for total permanent disability, the insured amount;
- g) for partial permanent disability, compensation calculated on the insured amount in proportion to the degree of permanent disability, which must be determined in accordance with the criteria and percentages set out in the INAIL Table contained in Presidential Decree no. 1124 of 30 June 1965, as amended.

#### 17.6 Deductible

No compensation for permanent disability shall be paid when the degree of disability is less than or equal to 5% of the total. For higher degrees of disability, compensation shall be paid for the proportion exceeding 5%.

#### 17.7 Beneficiaries

Legitimate and/or testamentary heirs.

## Art.18. ASSISTANCE TO RELATIVES AT HOME

(Cover not valid for Planning Emerging Market)

#### 18.1 Scope

In case of sudden illness or accident occurring to parents, spouse/cohabiting partner, children, siblings, parents-in-law, siblings-in-law or grandparents back home in Italy (hereinafter collectively referred to as "the Relative") of the travelling Policyholder, Europ Assistance Italia S.p.A. through the Organizational Structure organizes and provides, on a 24h basis, the following sensions:

**Telephone medical advice:** Physicians of the Europ Assistance Italia S.p.A. Organizational Structure will be available around the clock to provide any information or advice of a medical nature. This service does not include diagnosing a medical disease and is based on information provided remotely by the Relative.

Sending a doctor to see the Relative from 8:00 p.m. to 08:00 a.m. and 24h on public holidays. If none of the partner physicians are available, Europ Assistance Italia S.p.A. shall arrange at its own expense for the patient to be transferred to the nearest emergency room.

**IMPORTANT NOTE**: In case of emergency, the Relative should contact official emergency services (118). Europ Assistance Italia S.p.A. shall under no circumstances replace or be an alternative to the public health emergency service.

Reimbursement of medical expenses – In case of accident or sudden illness of the Policyholder's Relative, Europ Assistance Italia S.p.A. will reimburse medical expenses incurred up to a maximum of € 1.300,00.

The following are excluded from cover:

- expenses to treat or eliminate physical defects or congenital malformations, aesthetic applications, nursing care, physical therapy, spa or weight-loss treatments, dental care (other than those required as a result of an accident);
- expenses for purchasing and repairing glasses, contact lenses, orthopaedic devices and/or prostheses (other than those required as a result of an accident);
- check-up medical examinations.

Transport by ambulance, if needed or recommended by the treating physician, for transfer of the Relative to the nearest hospital.

Nursing care - If, as a result of an Accident or Illness, the Policyholder's Relative requires nursing care, within 30 days after the date of discharge - as long as such care is prescribed by the hospital or treating physician and is related to the condition for which the Relative was hospitalized in a Healthcare Institution located in Italy, Europ Assistance Italia S.p.A. (subject to prior agreement between the Organizational Structure doctor on call and the Relative's treating physician), shall send a nurse affiliated to its network to the Residence of the Policyholder's Relative in Italy. Europ Assistance Italia S.p.A. shall pay all costs for arranging and providing the service, as well as the nurses' fees up to € 500,00 per claim for the duration of the Policyholder's cruise.

Home delivery of medicines - The Organizational Structure shall search for and deliver medicines on a 24h basis. If the medicine requires a prescription, the service personnel will first go to the Policyholder's home and then to the pharmacy. The Policyholder will only pay for the cost of the medicine.

Free of charge appointments – The Organizational Structure will make available its affiliated healthcare network database. The Policyholder's Relatives can contact the Organizational Structure if they need information or an appointment for a test, a visit, or hospitalization. Depending on the specific needs relating to the type of test or examination to be carried out, the preferred day and time, the area and the rate, the Organizational Structure shall use its database to select the affiliated physicians and/or centres that meet the needs of the Policyholder's relatives and, through preferential access channels, shall arrange an appointment for them.

Affiliated healthcare network – The Organizational Structure will allow the use of its Affiliated National Healthcare Network consisting of hospitals, multispecialty clinics, doctors' offices and medical facilities for specialist examinations, diagnostic or laboratory tests and hospitalizations, at agreed and discounted rates and through a preferential access channel.

#### Art.19. SAFE TRANSFER - Car Assistance

(Cover not valid for Planning Emerging Market)

#### **19.1Scope**

In case of breakdown or accident occurred, while driving normally on public roads, to the vehicle used to reach the place of departure of the cruise, Europ Assistance Italia S.p.A., via the Organizational Structure, shall organize and deliver, on a 24h basis, the following services:

Road assistance service with towing of the vehicle from the place of the event to the nearest

#### Also, if there is enough time to reach the point of boarding

a taxi to get to the boarding area, following the road assistance service provided by Europ Assistance Italia S.p.A., to allow the Policyholder to reach the point of departure of the cruise -Europ Assistance Italia S.p.A. shall reimburse up to € 300,00.

Reimbursement of the cost of guarding the vehicle until the Policyholder returns from the cruise - Europ Assistance Italia S.p.A. shall reimburse up to € 25,00 per day for the entire duration of the cruise.

Advance payment of repair costs - Europ Assistance Italia S.p.A. shall advance the costs of purchase of spare parts, up to € 1.000,00 against bank guarantee only.

Delivery of the vehicle at the port of arrival upon the Policyholder's return from the cruise

- if repairs are carried out before the end of the cruise, and subject to the Policyholder's specific request and authorization.

Replacement car - (as an alternative to vehicle delivery) - If the vehicle cannot be repaired before the end of the cruise, Europ Assistance Italia S.p.A. shall make available to the Policyholder, upon his/her return, a leased vehicle with a cylinder capacity not exceeding 1600cc (according to local availability) to allow him/her to return to his/her residence/domicile.

#### If there is not enough time to reach the boarding area

Reimbursement of the costs for the Policyholder and passengers to return to their residence/domicile up to an amount of € 300,00.

Reimbursement of the cost of transferring the vehicle to a workshop at the Policyholder's choice up to an amount of € 500,00.

## Art.20. OBLIGATIONS IN THE EVENT OF A CLAIM

#### **Baggage**

Upon returning home, the Policyholder should file a claim with Europ Assistance Italy S.p.A. Always state:

- Europ Assistance card number;
- how the event occurred and cause;
- personal data, tax ID number and address:
- current account holder name and IBAN.

#### Transmit even after:

In case of non-delivery or delayed delivery by the carrier or tampering with the contents:

- Property Irregularity Report filed with the Airport Lost and Found office;
- copy of the flight ticket and baggage ticket;
- copy of the complaint letter sent to the air carrier;
- final reply of the air carrier, stating the date and time of delayed delivery and/or of tampering with the content or the final failure to retrieve the baggage, as well as the compensation paid by
- detailed list of items taken and not returned, purchased for emergency reasons;
- original receipts of the personal items purchased for emergency reasons.

#### In case of damage:

- by the air carrier: original Property Damage Report filed with the Airport Lost and Found office;
- by another carrier: original damage attestation issued by the competent Costa Crociere
- invoices for the repair or declaration of irreparable damage relating to damaged baggage, written on headed paper by a dealer or specialist in the sector.

## In case of theft, mugging or robbery:

- copy of the report filed with the competent Authority of the place where the event occurred, with the detailed list of stolen items and their values;
- in the event of theft only, also a copy of the complaint sent to the person or entity responsible for the damage (carrier, hotel management, etc.), if any and the relevant reply.

#### Healthcare/hospitalization

The Policyholder (or a person acting on his/her behalf) should contact the Organizational Structure, available 24/7/365 at the phone number shown on the insurance certificate, to be printed before departure. Always state:

- Europ Assistance card number;
- how and where the event occurred;
- last name, first name and phone number where the Policyholder can be contacted.

**Organizational Structure** Available 24/7/365 Phone: +3902.58245087

#### **Directly incurred Medical Expenses [not resulting from hospitalization]**

Upon returning home, the Policyholder should file a claim with Europ Assistance Italy S.p.A. Always state:

- Europ Assistance card number:
- how the event occurred;
- personal data, tax ID number and address;
- current account holder name and IBAN.

#### Transmit even after:

- medical certificate or documentation certifying the event;
- original copies of expenses actually incurred.

#### **Legal Assistance**

The Policyholder (or a person acting on his/her behalf) should contact the Organizational Structure, available 24/7/365 at the phone number shown on the insurance certificate, to be printed before departure. Always state:

- Europ Assistance card number;
- how and where the event occurred;
- last name, first name and phone number where the Policyholder can be contacted.

**Organizational Structure** Available 24/7/365 Phone: +3902.58245087

#### Cruise interruption

Upon returning home, the Policyholder should file a claim with Europ Assistance Italy S.p.A. Always state:

- Europ Assistance card number;
- how the event occurred;
- personal data, tax ID number and address;
- current account holder name and IBAN.

#### Transmit even after:

- Statement of booking.

#### Flight delay

#### Compensation

Upon returning home, the Policyholder should file a claim with Europ Assistance Italy S.p.A. Always state:

- Europ Assistance card number;
- how the event occurred;
- personal data, tax ID number and address;
- current account holder name and IBAN.

## Transmit even after:

- official notice stating the scheduled flight departure time received from Costa Crociere S.p.A., and subsequent changes thereto.

## Reimbursement of cruise 75%

Upon returning home, the Policyholder should file a claim with Europ Assistance Italy S.p.A. Always state:

- Europ Assistance card number;
- how the event occurred;
- personal data, tax ID number and address;
- current account holder name and IBAN.

## Transmit even after:

- Statement of booking;
- cruise payment receipt.

Costa Crociere S.p.A., on behalf of the Policyholder, shall produce a written certification issued by the Air Carrier stating the cause and the actual delay on the flight's scheduled time.

#### Third-Party Liability

Upon returning home, the Policyholder should file a claim with Europ Assistance Italy S.p.A. within 30 days from the receipt of damage claim.

## Always state:

- Europ Assistance card number;
- how the event occurred;
- personal data, tax ID number and address;
- written claim by the other party stating the amount of the damage;
- formal declaration of seniority of other policies taken out on the same risk.

#### **Accidents**

Upon returning home, the Policyholder should file a claim with Europ Assistance Italy S.p.A. within 30 days.

#### Always state:

- Europ Assistance card number;
- how the event occurred and cause; - personal data, tax ID number and address;
- current account holder name and IBAN.

Using the Mail and/or Fax method, it will not be possible to access the Quick procedure which provides reimbursement within 15-30 days after receipt of the complete documentation. For each cover, send all the documents listed in detail below; this can also be done after filing the claim.

- initial medical certificate and subsequent certificates on the course of the injuries;
- if the accident caused the death of the Policyholder or if the latter dies during treatment, the beneficiaries shall immediately notify Europ Assistance Italia S.p.A.

## Assistance to Relatives at home

The relatives of Policyholder (or a person acting on his/her behalf) should contact the Organizational Structure, available 24/7/365 at the phone number shown on the insurance certificate, to be printed before departure. Always state:

- Europ Assistance card number;
- how and where the event occurred;
- last name, first name of the relative who needs assistance;
- Address
- phone number where the Policyholder can be contacted.

The costs incurred and not authorized by the Organizational Structure will not be refunded.

Organizational Structure Available 24/7/365 Phone: +3902.58245087

#### Car Assistance - Safe Transfer

The Policyholder (or a person acting on his/her behalf) should contact the Organizational Structure, available 24/7/365 at the phone number shown on the insurance certificate, to be printed before departure. Always state:

- Europ Assistance card number:
- how and where the event occurred;
- last name, first name and phone number where the Policyholder can be contacted.
- location of breakdown or accident;
- identification details of the car.

Organizational Structure Available 24/7/365 Phone: +3902.58245087

#### Important note for all insurance covers:

- Send the documentation as a single package only when it is complete with all the required items: the claim cannot be processed on the basis of partial or incomplete documentation, and will only be settled after all the documentation is received.
- "Claim" means notice of an insured event which the Policyholder must file with Europ Assistance Italia S.p.A. (the submission of the documentation is a different step in the process).
- Europ Assistance Italia S.p.A. reserves the right to request any additional documentation helpful for conducting investigations and checks.

## COSTA QUICK CLAIM METHOD

"Assistance", "Injury" and "Traveller's Liability" claims are excluded from the Quick procedure and will follow the traditional channels. If the claims are filed solely via

- telephone number 02-58286111 available 24/7, or
- the website https://costa-sinistrionline.europassistance.it

Europ Assistance Italia S.p.A. guarantees processing and closure of the case in 15 days if the complete documentation is sent via web and 30 days if it is sent by mail or fax. Otherwise, Europ Assistance Italia S.p.A. undertakes to reimburse an amount equal to the cost of the policy, net of insurance taxes. The calculation of the days required for processing and settling the claim shall not include bank processing and payment times, for which Europ Assistance Italia S.p.A. is not responsible. The calculation of the days required for processing and settling the claim shall not include bank processing and payment times, for which Europ Assistance Italia S.p.A. is not responsible. If the claim is filed through channels other than the telephone or web, the settlement process will follow the traditional channels. The opening of a claim through the assistance Organizational Structure is excluded from the Quick procedure, and it will not be possible to activate it at a later time. Claim other than assistance services can be filed with Europ Assistance Italia S.p.A. also by mail (to the address specified below, but in this case the "Quick" procedure will not be available.

**IMPORTANT NOTE:** for "**Trip Cancellation**" only, check carefully the details on how to file claims and on applicable deductibles in the appropriate section.

Europ Assistance - Ufficio Liquidazioni Sinistri - Costa Crociere Piazza Trento 8 20135 Milano.

#### "ISOLA COSTA" - Information Service:

[the service is not available for the filing of claims]

Europ Assistance Italia S.p.A. makes available to Costa Crociere customers a 24/7 operational structure that:

- provides information on the covers of this insurance programme;
- provides information on what to do in case of claim;
- transmit the provisions of the insurance certificate by fax or e-mail if required by the Policyholder.

Telephone no. of Isola Costa: 02-582 45 726 – 800-713717

#### TAKING OUT INSURANCE PACKAGES

Art.21. TAKING OUT INSURANCE PACKAGES

- At the time of booking, Customers/Travellers who choose to take out the insurance shall be required to pay the insurance premium according to the individual price of the trip (including excursions booked at the same time), as shown in the "Individual Premium Table" provided below, applicable to the selected insurance package.
- The insurance premium cannot be separated from the individual cost of the cruise, of which it is an integral part, and is not refundable.

Individual cost of Trip	Gross Premium of which to		hich tax	
Groups without Cancellation	€	7,20	€	0,56
Emerging Market A	€	7,30	€	0,57
Emerging Market B	€	11,00	€	0,85

#### <u>Complaints</u>

Any complaints concerning the contract or claim management must be submitted in writing to: Europ Assistance Italia S.p.A. – Ufficio Reclami [Complaints Office] – Piazza Trento, 8 – 20135 Milan; fax 02.58.47.71.28 – certified e-mail <a href="mailto:reclami@pec.europassistance.it">reclami@pec.europassistance.it</a> - e-mail ufficio.reclami@europassistance.it.

Should the complainant not be satisfied with the outcome of the complaint, or in the event that no response is received within forty-five days, he/she may contact the IVASS (Istituto per la Vigilanza sulle Assicurazioni – Insurance Supervisory Institute) – Servizio Tutela del Consumatore (Consumer Protection Service), via del Quirinale 21 - 00187 Rome, accompanying the complaint with all the documentation relating to the claim processed by the Company. In these cases, and for the claims relating to compliance with sector legislation to be submitted directly to IVASS, the claim must specify:

- first name, surname and domicile of the complainant with any telephone contact number;
- identification of the subject or subjects whose work is complained of;
- a brief, yet complete description of the reason for the complaint;
- a copy of the complaint made to the insurance company and any reply provided by it;
- all documents useful to providing a more complete description of the related circumstances.

The form for submitting the claim to IVASS can be downloaded from the website <a href="www.ivass.it">www.ivass.it</a>. To settle cross-border disputes, a complaint can be submitted to the IVASS or to the competent foreign system activated using the FIN-NET procedure (by accessing the website: <a href="http://ec.europa.eu/internal\_market/finnet/index\_en.htm">http://ec.europa.eu/internal\_market/finnet/index\_en.htm</a>).

Before involving the legal Authority, alternative systems can be used to settle the dispute, as envisaged by law or convention.

Insurance disputes on the determination and estimate of damages under the scope of the policies against the risk of damages.

In the event of any dispute relating to the determination and estimate of the damages, it is necessary to appeal to a contractual appraisal envisaged by the policy conditions for settling this type of dispute. The request to activate the contractual appraisal or arbitration, must be addressed to: Ufficio Liquidazione Sinistri [Claims Liquidation Office] – Piazza Trento, 8 – 20135 Milan, by letter sent recorded delivery with advice of receipt or certified e-mail to sinistri@pec.europassistance.it.

If the dispute relates to policies covering the risk of damages in which the contractual appraisal has already been completed or not relating to the determination and estimate of damages, the law envisages the compulsory mediation that constitutes a condition to be able to proceed, with the faculty to first recourse to assisted negotiation.

### Insurance disputes on medical issues

In the event of a dispute relating to medical issues in connection with injury or illness policies, arbitration must be performed to settle such disputes, in accordance with the policy conditions. The request to activate the contractual appraisal or arbitration, must be addressed to: Ufficio Liquidazione Sinistri [Claims Liquidation Office] – Piazza Trento, 8 – 20135 Milan, by letter sent recorded delivery with advice of receipt or certified e-mail to <a href="mailto:sinistri@pec.europassistance.it">sinistri@pec.europassistance.it</a>.

If the dispute relates to policies covering injury or illness in which arbitration has already been attempted or not relating to medical matters, the law envisages the compulsory mediation that constitutes a condition to be able to proceed, with the faculty to first recourse to assisted negotiation.

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 Regulation EU 2016/679 on personal data processing, your consent. In contacting or having Europ Assistance contacted, the Insured Party therefore gives free consent to the processing of his/her personal data, including, where necessary, that relating to health and offences and criminal sentences, as indicated in the Privacy Disclosure received.

#### EUROP ASSISTANCE ITALIA S.p.A.

Europ Assistance Italia S.p.A.
Sede sociale, Direzione e UfficiPiazza Tiento, 8 - 20135 Milano
Tel. 02.58.38.41 - www.europassistance.it
PEC: EuropAssistancetalla5pA@pec\_europassistance.it
Capitale Sociale Euro 12.000.000,00 Lv.
Rea 754519 - P. IVA 00776030157
Impresa autorizzata all'esercizio delle
assicurazioni con decreto del Ministero
dell'Industria, del Commercio
e dell' Artiglanato n. 19569 del 2/6/93
(Gazzetta Ufficiale del 17/7)3 N. 152).

Iscritta alla Sezione I dell'Albo delle imprese di assicurazione e irassicurazione al n. 1.00108. Società appartenente al Gruppo Generali, iscritto all'Albo dei Gruppi assicurativi. Società soggetta alla direzione e al coordinamento di Assicurazioni Generali S.p.A.

> AZIENDA CON SISTEMA DI GESTION PER LA QUALITÀ CERTIFICATO DA DI = UNI EN ISO 9001:2008:

## **CLAIM FILING SUMMARY TABLE**

applicable to 34708Q - EMERGING MARKET Policy

	Covers	Claim filing (notice of the event to Europ Assistance)	Time limit to file claim	Claim processing procedure	Deductibles	How to transmit documents after filing the claim
*	<ul> <li>❖ Medical Expense Reimbursement</li> <li>❖ Cancellation of Excursion</li> </ul>	Telephone:02-58286111	Upon returning from the cruise	Access the "Quick" procedure	-	
1 1		Website: https://costa- sinistrionline.europassistance.it	Upon returning from the cruise	Access the "Quick" procedure		
*	Flight delay	Other channels	Upon returning from the cruise	NO access to the "Quick" procedure	-	Mail to Europ Assistance Italia S.p.A.
* *	Third Party Liability Accidents	Mail to Europ Assistance Italia S.p.A. – Ufficio liquidazione sinistri – COSTA CROCIERE - Piazza Trento, 8 – 20135 Milano Fax 02 -58.47.73.00	Within 30 DAYS	NO access to the "Quick" procedure	-	– Ufficio liquidazione sinistri – COSTA CROCIERE - Piazza Trento, 8 – 20135 Milano
* * * * * * * * * * * * * * * * * * *	Healthcare and Hospitalization Legal Assistance Assistance to Relatives at home Car Assistance - Safe Transfer	es at home  Contact the Organizational Structure available  24/7, all year round at the number  800 990237 (Only from Haly) = 02 58245087				Fax 02 - 58.47.73.00





## INSURANCE TERMS AND CONDITIONS 34708Q – EMERGING MARKET – TAD 228/2 ed. 25.05.2018

## **HOW TO CALL EUROP ASSISTANCE**

If necessary, wherever you are and at any time, the Europ Assistance Organisational Structure is operative 24 hours a day.

The specialised staff of the Organisational Structure 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: 800.990237 (only from Italy) 02.58245087

The following information must be provided:

- Type of service requested
  - Name and surname
- Europ Assistance card number
- Address of the place where the Insured is located
  - Telephone number

#### SUMMARY TABLE OF COVERS AND LIMITS

COVERS		LIABILITY LIMITS
Healthcare (including air ambulance "worldwide")		see cover details
Medical, hospital and surgical expenses With the following sub-limits:	Total	€ 58.200
- hospital expenses with direct payment		€ 50.000
- hospital expenses with on-board hospitalization and direct payment		€ 5.000
- transport from the place of the event to the medical facility		€ 2.000
- other reimbursed expenses		€ 1.000
- urgent dental care		€ 200
Baggage	Damage	€ 2.600
	Purchase of essential items	€ 400
Chana Francisco Inicolas	Death	€ 25.000
Shore Excursion Injuries	Permanent disability	€ 25.000
Traveller's Liability	Damage to property/Animals	€ 25.000
	Damage to persons	€ 100.000
Legal Assistance	Lawyer	€ 5.000
	Bail	€ 25.000
Delay of outbound or return flight > 8 hrs - Compensation		€ 150
Delay of outbound or return flight > 8 hrs - Reimbursement of cruise (in case of delays preventing Participants from boarding on time)		Pro-rata 75%
Cruise interruption		Pro-rata max € 5.200
Assistance to Relatives at home (Cover not valid for Planning Emerging Market)		see cover details
Safe Transfer - Car Assistance (Cover not valid for Planning Emerging Market)		see cover details

Annex A Mod. TAD228/3 ed. 25.05.2018



# ACCEPTANCE FORM About INSURANCE POLICY EUROP ASSISTANCE ITALIA N° 34708Q



INSURED PARTY					
Surname:		Name:			
Born on:		in:			
Resident in:					
Town/City:		Postcode: Province:			
Tax Code/VAT no.:					
	OTHER INSURED	D PARTIES (registered in the same file)			
	Please attach list of the	the insured persons belonging to the group			
	EFFECTIVE DATE	E AND DURATION OF THE INSURANCE			
Date of reservation:	Starting Travel Date	ate: Ending Travel Date:			
	- II	INSURANCE PREMIUM			
	INSERT THE NUMBER OF INSURED PE	PERSONS NEXT TO THE CORRECT INDIVIDUAL TRAVEL VALUE			
	Individual cost of Trip	Gross Premium of which tax			

TOTAL PREMIUM*	of which tax		
* SUM OF INDIVIDUAL PREMIUM FOR NUMBER OF INSURED IN EACH RANGE			

7,20

7,30

11,00

€

₽

0,56

0,57

0,85

I hereby declare that I am aware that Costa Crociere S.p.A. has stipulated agreement n° 34708 on behalf of its clients with Europ Assistance Italia S.p.A.

**Groups without Cancellation** 

**Emerging Market A** 

**Emerging Market B** 

I hereby declare that I am signing this Acceptance Form at the same time as making payment of the policy premium specified in the Form under the INSURANCE PREMIUM section.

I declare that before signing this Form, I had received a copy of the Insurance Conditions Form TAD228/2 ed. 25.05.2018, setting out the contractual provisions governing the agreement stipulated in my favour by Costa Crociere S.p.A. and Europ Assistance, and that I have read them and accept them in full; I further undertake to ensure that all other Insured Parties are made aware of them and will not, therefore, be able to claim ignorance in this respect.

Consent to data processing for insurance purposes

I have read the Data Processing Disclosure and consent to the processing of my personal data, including medical data and/or that relating to offences and criminal sentences necessary to the management of the policy by Europ Assistance Italia and the subjects indicated in the Disclosure. I undertake to inform all subjects whose personal data may be processed in order to manage the policy, of the contents of the Disclosure and to acquire their consent to the processing of their data.

I hereby acknowledge, in accordance with Art. 180 of Italian Legislative Decree no. 209/2005, that the Contracting Party and Europ Assistance have agreed that the insurance contract shall be governed by Italian legislation, and I accept this provision.

I also declare that I specifically approve, pursuant to articles 1341 and 1342 of the Italian Civil Code, the following articles of the Insurance Conditions:

Sections: Effective date – expiry – operation; Jurisdiction and legislation; Intentional Overstatement of loss; Reduction of insured amounts following a claim; Premium; Personal Data Processing; Common Exclusions; Right of subrogation; Healthcare and Medical Expenses; Excess; Exclusions; Provisions and limitations; Compensation criteria and limits; Deductible on Damaged Baggage; Legal Assistance; Limits of liability; Insured amounts; Claim settlement criteria; Obligations in the event of a claim.

### DATE AND SIGNATURE OF THE INSURED

### DATE AND SIGNATURE OF THE INSURED

Please return this acceptance form completed and signedLa preghiamo di voler restituire ad Europ Assistance il presente Modulo di Adesione, debitamente compilato e sottoscritto, ai seguenti indirizzi:

- fax 02.58.47.70.67

or

- e-mail, all'indirizzo webto@europassistance.it

or

- post to Europ Assistance Italia S.p.A. c/o Ufficio Gestione Portafoglio e Contratti, Piazza Trento n. 8 - 20135 Milano

Telephone number to request for assistance from Italy 800-99.02.37 from abroad +39.02.58.24.50.87