

INSURANCE TERMS AND CONDITIONS MOD.15245

Luggage and personal effects insurance

The implementation of these conditions is subject to the validity of the Policy.

INFORMATION ON THE PROCESSING OF PERSONAL DATA FOR INSURANCE PURPOSES (in accordance with Article 13 of Legislative Decree no. 196/2003 - Privacy Code)

This is to inform you that our company, as Personal Data Processing Controller, intends to acquire or has already acquired your Personal Data for the purposes of providing the insurance services¹ requested or envisaged in your favour (insurance purposes), including for the fulfilment of related legislative obligations and to prevent any insurance fraud.

The data strictly required for the aforesaid purposes, as supplied by yourself or acquired from third parties, shall be processed in Italy or abroad through appropriate means and procedures, electronic or otherwise, by our employees, associates and other internal and external parties, designated Data Processors and/or Persons in charge of Data Processing, or in any case operating as independent Data Controllers who provide technical, organizational and operational services to use².

As part of the provided insurance services, your data may also be disclosed, if necessary, to private and public entities related to the specific insurance relationship or to the insurance and reinsurance sector operating in Italy or abroad³.

Your data shall not be disclosed to the general public.

Without your data – some of which are required by law – we will be unable to provide some or all of our services.

You have the right to be informed of which of your personal data are in our possession and, if certain conditions exist, may exercise rights concerning the use of your data (rectification, updating, cancellation) by contacting the Data Processor in accordance with Article 7:

Europ Assistance Italia S.p.A.

Ufficio Protezione Dati, Piazza Trento, 8 – 20135 Milan

UfficioProtezioneDati@europassistance.it

On the Company's website you will find an updated list of Data Processors and the categories of individuals and entities to which the data may be disclosed, as well as the Company's privacy policy.

¹ Preparation and execution of insurance contracts; premium collection; claim settlement or payment of other benefits; reinsurance; co-insurance; prevention and detection of insurance frauds and related legal actions; establishment, exercise and defence of insurer's rights; performance of specific legal or contractual obligations; administrative/accounting management; statistical activities.

² These individuals and entities are part of the "insurance chain" (agents, sub-agents 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, surveyors, auto servicing garages, vehicle demolition centres, healthcare facilities, claim settlement companies and other contract 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.

³ Contracting Parties, insured parties, participants in pension and healthcare funds, distrainers, lien holders, insurers, co-insurers, re-insurers and associations/consortia (e.g.: ANIA) if the disclosure of data to these entities is essential to provide the aforesaid services and to protect the rights of the insurance industry, institutional bodies and public entities to which the data must be disclosed under regulatory requirements.

GENERAL DEFINITIONS

Insured Party: the subject whose interests are protected by the Insurance.

Contracting Party: TRUESTAR GROUP SPA with registered office in Gallarate, at Via Buffoni, 5, which stipulates the Policy on behalf of third parties.

Europ Assistance: the insurance company, i.e. Europ Assistance Italia S.p.A. – Company authorised to provide insurance by Decree no. 19569 issued by the Ministry for Industry, Trade and Crafts on 02 June 1993 (Official Journal no. 152 of 1 July 1993) – registered in section I of the Official Roll of Insurance and Reinsurance Businesses under no. 1.00108 – Company belonging to the Generali Group, registered with the Official Roll of Insurance Groups – Company subject to the management and coordination of Assicurazioni Generali S.p.A.

Guarantee: the insurance, other than assistance insurance, for which, in the event of a claim, Europ Assistance recognised indemnity.

Indemnity: the amount paid by Europ Assistance in the event of a claim.

Maximum cover/Amount insured: the maximum payout established by Europ Assistance in the event of a claim.

Policy: the contractual document that proves the insurance contract and regulates relations between Europ Assistance, the Contracting Party and the Insured Party.

Claim: the damaging event for which the insurance guarantee is given.

SPECIAL RULES GOVERNING THE INSURANCE IN GENERAL

Art. 1. OTHER INSURANCE

In accordance with the provisions of Art. 1910 of the Italian Civil Code **any Insured Party enjoying Services/Guarantees similar to those of this insurance**, by virtue of contracts stipulated with another insurance company, **must in any case notify each insurance company of the claim and, specifically, Europ Assistance Italia S.p.A.**

Art. 2. LAW GOVERNING THE POLICY AND JURISDICTION

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

Art. 3. TIME LIMITS

All rights deriving from the insurance contract will expire two years after the date on which the event occurred on which basis the right is accrued, in accordance with Art. 2952 of the Italian Civil Code.

Art. 4. PREMIUM

The premium for each Insured Party who has chosen the TOP wrapping service is Euro 5.00 of which tax comes to Euro 1.00

Art. 5. TAX CHARGES

Tax charges connected with the Policy are paid by the Insured Party.

Art. 6. PAYMENT CURRENCY

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

Art. 7. PERSONAL DATA PROTECTION

The Insured Party undertakes to inform all parties whose personal data may be processed by Europ Assistance Italia S.p.A., in compliance with the provisions of the insurance contract, of the contents of the above Information on data processing for insurance purposes (pursuant to Art. 13 of Italian Legislative Decree 196/2003 - Privacy Code), given above.

SECTION I - LUGGAGE AND PERSONAL EFFECTS INSURANCE

SPECIAL SECTION DEFINITIONS

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

Luggage: the suitcase, trunk and personal items contained therein that the Insured Party carries with him on the trip.

SPECIAL SECTION CONDITIONS

Art. 8. INSURED PARTIES

The following are insured:

The natural person who used the TOP luggage wrapping service proposed by the Contracting Party.

Art. 9. SUBJECT OF THE INSURANCE

9.1. LUGGAGE AND PERSONAL EFFECTS

Europ Assistance will compensate tangible damages suffered directly by the Insured Party as a result of theft, fire, robbery, bag-snatching, failure to return and/or damage by the carrier of his luggage and/or personal effects, including the clothes worn at the start of travel, according to their value and up to the maximum cover **established by the Article "DETERMINATION OF MAXIMUM COVER" Photo-video-optical equipment (cameras, video cameras, binoculars, flash, zooms, batteries, bags, etc.) and sports equipment (golf bag with clubs, bag with tennis racquets, etc.) are considered as a single item.**

9.2.2. DELAYED DELIVERY OF LUGGAGE

Europ Assistance will reimburse unforeseen expenses incurred by the Insured Party for the purchase of toiletries and/or the necessary clothing, following the delivery of luggage **more than 36 hours late** for duly confirmed charter flights, in the outward bound travel destination airport, up to the maximum cover **specified by the Article "DETERMINATION OF MAXIMUM COVER".**

Europ Assistance will also reimburse the costs for redoing documents (ID card, passport, driving licence) following theft, robbery, bag-snatching or loss of the luggage, up to the maximum cover **specified by the Article "DETERMINATION OF MAXIMUM COVER".**

Art. 10. TERRITORIAL SCOPE OF COVERAGE

The guarantee is valid in all countries of the world.

Art. 11. EXCLUSIONS

The following are excluded from cover:

- all that not specifically indicated in the insurance subject and operation;**
- cash, cheques, stamps, tickets and travel documents, souvenirs, coins, objects of art, collections, catalogues, goods, helmet, professional equipment, documents other than ID cards, passports and driving licences;**
- damages caused by misconduct or wilful negligence on the part of the Insured Party and those caused by sports equipment during their use;**
- the case of delayed delivery of luggage in the airport of the city of residence of the Insured Party;**

- e. *in the event of late delivery of luggage, all expenses incurred by the Insured Party after receipt of the luggage.*

Coverage is excluded for all claims caused by or resulting from:

- f. *war, earthquakes, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;*
 g. *strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism.*

Art. 12. OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

In the event of a claim, the Insured Party or Truestar, shall make, **within sixty days of the claim**, a report by accessing the portal <https://sinistronline.europassistance.it> and following the instructions (or accessing the website directly at www.europassistance.it - claims section) or

must send a written declaration addressed to: **Europ Assistance Italia S.p.A. – Piazza Trento, 8 – 20135 Milan, specifying "Ufficio Liquidazione Sinistri – Pratiche Bagaglio"** (Claims Liquidation Office - Luggage Proceedings) on the envelope and, even later but **in any case within sixty days of the claim**:

- first name, last name, address, telephone number;
- receipt issued by TrueStar certifying the wrapping of the luggage;
- copy of the Property Irregularity Report (PIR) made to the Office specifically in charge of claims for lost luggage (Lost and Found);

only for coverage of "Luggage and personal effects":

- copy of the letter of complaint sent to the carrier liable with claim for compensation and letter of reply sent by the carrier.
- the list of objects lost or stolen, their value and date of purchase;
- copies of invoices, receipts or tax receipts, complete with tax data (VAT no. or tax code) of the issuers and parties to whom the receipts are made out, showing the value of the damaged or removed goods and their date of purchase, if it's possible;

- in case of damage, the invoice for the repair or declaration of irreparable damage relating to goods damaged or removed, prepared on headed paper of a dealer or specialist in the sector.

only for coverage of "Expenses for delayed delivery of luggage"

- a declaration of the airport management company or carrier certifying the delayed delivery of the luggage beyond 36 hours and the time of effective delivery.

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

Art. 13. CRITERIA FOR LIQUIDATION OF THE DAMAGES

The damage is liquidated, in supplementation of that reimbursed by the air carrier responsible and up to the amount insured, according to the commercial value of the insured goods at the time of the claim, as resulting from the documentation supplied to Europ Assistance. In the case of objects purchased no more than three months prior to claim, reimbursement will be according to purchase value, if proven by relevant documentation. In the event of failure, the cost of repair will be reimbursed upon presentation of invoice. Under no circumstances will any emotional value be considered.

Art. 14. EFFECTIVE DATE AND DURATION OF COVERAGE

The insurance with regards to each individual Insured Party **runs from the time the luggage is wrapped and expires when it is collected from the outward bound destination airport.**

Art. 15. DETERMINATION OF MAXIMUM COVER

The maximum cover per Insured Party will be as specified below:

REIMBURSEMENT PER PACK AND PER TRAVEL	MAXIMUM COVER
Damage or loss of luggage	Euro 600.00
Damage or loss of individual item	Euro 150.00
damages to photo-video-optical equipment and photo-sensitive equipment; radios, televisions, recorders, all other electronic equipment; musical instruments; personal defence weapons and/or hunting weapons; diving equipment; spectacles and sunglasses.	Up to 50% of maximum cover
cosmetics, medicinal products, healthcare articles; jewellery, precious stones, pearls, watches, gold, silver and platinum items, furs and other precious objects, only if worn.	Up to 30% of maximum cover

REIMBURSEMENT FOR	MAXIMUM COVER
redoing documents (ID card, passport and driving licence) due to theft, robbery, bag-snatching or loss	Euro 50,00
unexpected expenses for the purchase of toiletry items and/or clothing that is necessary if luggage is delivered more than 36 hours later than flight time, as duly confirmed, at the destination airport of outward bound travel.	Euro 150,00

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Complaints

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 reclami@pec.europassistance.it - 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 www.ivass.it. 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: http://ec.europa.eu/internal_market/finnet/index_en.htm).

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 (where envisaged by the Insurance Conditions).

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 matters (where envisaged by the Insurance Conditions).

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 sinistri@pec.europassistance.it.

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.

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

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

Europ Assistance Italia S.p.A.
 Sede sociale, Direzione e Uffici:
 Piazza Trento, 8 - 20135 Milano
 Tel. 02.58.38.41 - www.europassistance.it
 PEC: EuropAssistanceItaliaSpA@pec.europassistance.it
 Capitale Sociale Euro 12.000.000,00 i.v.
 Rea 754519 - P. IVA 00776030157
 Reg. Imp. Milano e C.F. 80039790151
 Impresa autorizzata all'esercizio delle assicurazioni con decreto del Ministero dell'Industria, del Commercio e dell'Artigianato n. 19569 del 2/6/93 (Gazzetta Ufficiale del 1/7/93 n. 152).

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

AZIENDA CON SISTEMA DI GESTIONE QUALITÀ CERTIFICATO DA DNV GL = ISO 9001 =