



**INSURANCE CONTRACT
DAMAGE TO VEHICLES TRANSPORTED
ON BOARD MOTOR BOATS**

Filo diretto Travel

POLICE NO. 6003000458/A

GLOSSARY

In the text, the following definitions shall apply:

POLICY HOLDER - The subject whose interest is protected by the contract in question.

INSURANCE - The insurance contract.

CONTRACTOR - the party taking out the insurance policy, in this case GRANDI NAVI VELOCI SPA based in PALERMO, via CALATA MARINAI D'ITALIA;

COMPANY – Nobis Compagnia di Assicurazioni S.p.A.

INDEMNITY - The sum payable by the Company in the event of a claim caused by an event covered by policy guarantees.

POLICY - The document that substantiates the insurance.

PREMIUM: The amount payable by the Contractor to the Company.

RISK – the chance that there will be a harmful event against which insurance is to be paid;

CLAIM - The occurrence of the harmful event against which the insurance is to be paid.

THIRD PARTY - the following do not normally qualify as Third Parties:

- a) the spouse, parents and children of the policy holder, or any other similar person or relative living with them cohabiting and including in the family status;
- b) employees of the policy holder who suffer damages during work or the provision of a service;

VEHICLE - Passenger cars, camper vans, trailers, heavy vehicles (tractors, towing vehicles and semi-trailers) and motor vehicles.

CONDITIONS OF INSURANCE

Conditions of Insurance Mod. 6003 DANNI AL VEICOLO ed. 2018-12 – Ultimo aggiornamento 01/12/2018

WHEREAS

EFFECTS OF THE GUARANTEES

The insurance coverage detailed in this contract offers secondary cover, i.e. it exclusively guarantees that part of the damages that is not covered by the guarantees envisaged by the other policies underwritten by the Policy holders in relation the same risks, up to the limit envisaged in these insurance conditions.



COMMITMENT OF THE CONTRACTOR

The Contractor expressly undertakes to propose the insurance coverage offered by this contract to all its customers, including through the publication of the Insurance Conditions on its institutional website.

ART. 1 - OBJECT OF THE INSURANCE

The Company undertakes to guarantee the insured risks during the period of validity of the policy, as described in the following articles, in favour of all Policy Holders who opt-in to this contract and pay the relative premium.

ART. 2 - RISKS INSURED

This insurance coverage guarantees material and direct damage found on the following parts of the vehicle:

- bodywork;
- tyres;
- windows;
- external accessories;

suffered by vehicles transported on board motor boats owned by the Contractor, exclusively during the following phases:

- sailing,
- boarding and disembarking activities.

It is expressly understood that only damages relating to events reported to the Captain of the ship and/or the Purser and/or Ship's Officer during the parking of the vehicle on board the ship or before landing can be compensated.

ART. 3 - MAXIMUM INSURANCE CLAIM LIMIT

The Company shall reimburse damages caused during the sailing period and/or during boarding and disembarking activities on board the motor boats owned by the Contractor within the agreed maximum limit of 5,000.00 euros per vehicle and without prejudice to the provisions of art. 7 below.

ART. 4 - OUTSTANDING AND EXCESS AMOUNTS

This insurance coverage is provided without the application of any outstanding and/or deductible amounts.

ART. 5 - GENERAL EXCLUSIONS

The company does not compensate for damages:

- a) due to fire of any kind and/or origin;
- b) due to sinking or drowning;
- c) products facilitated by intent and/or gross negligence on the part of the Policy Holder and/or to whom they must respond;
- d) occurred as a result of acts of vandalism;
- e) in relation to which the Policy Holder does not produce an authentic copy of the complaint made to the Captain of the ship and/or the Purser and/or the Ship's Officer during the parking of the vehicle on board the ship or before disembarkation;
- f) resulting from theft or attempted theft;
- g) a direct or indirect consequence of acts of terrorism and/or socio-political events and/or strikes.

Moreover, the insurance does not include any damages resulting from:

- a) situations of armed conflict, invasion, war and/or civil war (whether declared or undeclared);
- b) acts of terrorism in general, including the use of any type of nuclear or chemical device;
- c) ionising radiation or radioactive contamination developed from nuclear fuels, or deriving from transmutation phenomena of the atomic nucleus or from radioactive, toxic, explosive or other dangerous characteristics of nuclear equipment and its components;
- d) tornadoes, hurricanes, earthquakes, volcanic eruptions, floods, landslides, nuclear explosions and any other natural disaster;
- e) pollution of the air, water, soil, subsoil, or any environmental damage;
- f) expenses for looking for the Policy Holder at sea;
- g) use and/or transport of any kind of explosive substances, as well as any kind of weapons (including blank weapons).

Without prejudice to the exclusions listed above, the guarantee shall also not have effect:

- if the Driver of the vehicle is not qualified to drive according to the legal provisions in force;



- if, during the accident, the Driver of the vehicle is in a state of drunkenness, intoxication or psychic alteration caused by the abuse of psychotropic drugs or narcotic or hallucinogenic drugs;
- if, at the time of the accident, the vehicle is not authorised for circulation according to the legal provisions in force and/or is not insured for Third-Party Vehicle Insurance;
- for indirect damages (e.g. damage caused by objects carried by the wind) and/or non-material damages;
- for damages occurring within the port area (including the embarkation quay) before the start of boarding activities and/or after the landing activities have been completed;
- for all vehicles that were registered for the first time more than 20 years ago at the time of the accident.

ART. 6 - SETTLEMENT CRITERIA

The Company shall reimburse the indemnifiable damages based on an assessment of the costs for repairing the damage, which are expressly subject to receipt of an appropriate cost estimate prepared by the repairer.

It is understood that at the time of settling the damages the Company shall apply a depreciation according to the state of use and age of the vehicle. These elements can be deduced through a check on the mileage and/or date of first registration, and/or any other data which the Company reserves the right to ask at the time the claim is made.

ART. 7 - AGGREGATION LIMITS

It is understood that when an event occurs that affects more than one Policy Holder insured by the Company, the maximum pay-out by the Company shall not exceed the total amount of € 100,000.00 for each event.

Should the amounts to be paid out under the terms of the contract exceed the limit indicated above, the compensation to each Policy Holder shall be reduced proportionally.

ART. 8 - SETTLEMENT OF DAMAGES - APPOINTMENT OF EXPERTS

Once the validity of the right to compensation by the policy holder has been verified, the assessment of the damages shall be carried out through an agreement between the Parties, or, at the request of one of them, by two experts, which the Parties will have to appoint. In the event of a disagreement between the first two, a third expert will be appointed by the Presiding Judge of court with jurisdiction over the policy holder's residence, elective domicile or registered office.

The decisions of the Experts will be taken by a majority, without any formalities, and shall be binding for the Parties, who renounce the right to any appeal, effective immediately, except for with the judicial authorities. Each of the Parties shall bear the costs of the expert appointed by them, and contribute to half of the expenses of the third expert. In all cases, the Parties, or any one of them, shall have the right to apply directly to the judicial authority for the protection of their rights.

ART. 9 - REIMBURSEMENT

Any reimbursements made to the responsible third parties or other liable subjects pursuant to art. 1916 of the Civil Code shall be made by the Company for the amount of compensation paid, provided that the act of reimbursement shall not be exercised against the transported items and all the companies belonging to the Contractor.

ART. 10 - STATEMENTS RELATING THE RISK CIRCUMSTANCES

Inaccurate statements or reticence by the Contractor or Policy Holder in connection with the circumstances influencing the assessment of the risk may lead to the total or partial loss of the right to indemnity and the cancellation of the insurance under articles 1892, 1893, and 1894 of the Civil Code.

ART. 11 - AMENDMENTS TO THE INSURANCE

Any amendments to the insurance must be proven in writing.

ART. 12 - RISK AGGRAVATION

The contractor or the policy holder shall give the Company written notice of any risk aggravation.

Aggravations of risk not known or not accepted by the Company may lead to total or partial loss of the right to indemnity and cancellation of the insurance pursuant to art. 1898 of the Civil Code.



ART. 13 – RISK REDUCTION

In the event of a reduction to the risk, the Company is required to reduce the premium or the premium instalments subsequent to the notification by the Contractor or the Policy Holder, pursuant to art. 1897 of the Civil Code, and they waive the related right of withdrawal.

ART. 14 - DURATION OF INDIVIDUAL APPLICATIONS

The guarantees are exclusively effective and operative during the period in which the vehicle is on board the motor boat owned and/or hired/operated by the Contractor, i.e. from the moment of boarding until the time of disembarkation of each insured section, provided that the approval takes place during the period validity of the insurance contract.

ART. 15 - REFERENCE TO LEGAL STANDARDS

For everything that is not otherwise regulated herein, the rules of law Italian law shall apply. All disputes are subject to Italian jurisdiction.

ART. 16 - DEFINITION OF THE POLICY HOLDER

Without prejudice to the provisions of the other regulations referred to in this document, the Company undertakes to provide the services defined in the articles contained in this contract exclusively with respect to the subjects adhering to this policy (paying the Contractor the relative premium) at the time of purchase the tickets for themselves and for the vehicle belonging to them to board a motor boat owned by the Contractor.

Adherence to this policy can be carried out up to the day before embarkation.

ART. 17 - REGISTERING A CLAIM

For all claims the contractor and/or the policy holder and/or the owner must send written notification to the Company within 5 days from the date of occurrence of the claim or from the time when the policy holder became aware of it, indicating the date, place and methods, as well as any witnesses.

ART. 18 TERRITORIAL EXTENSION

The insurance is only valid for the routes where the embarkation and disembarkation operations take place in the territory of the Italian Republic, in Member States of the European Union, in Morocco, in Tunisia and in Albania.

ART. 19 - LAW - JURISDICTION

The Parties agree that this agreement shall be governed by Italian law. The Parties also agree that any dispute arising from this contract shall be subject to Italian jurisdiction, indicating the Court of Milan as that with exclusive jurisdiction.

WHAT TO DO IN CASE OF A CLAIM

In the event of a claim, the Insured must send a written complaint to the Company at the following address within 5 days from the date of the accident or from when the Insured has become aware of it: Nobis Insurance Company Spa - Claims Office, Via Gian Bartolomeo Colleoni 21 - Claims Office 20864 AGRATE BRIANZA (MB) - Tel. +39.039. 9890723

Indicating: Name and address, address, telephone number, tax code, policy number 6003000458 / A, place of availability, original ticket, date and place of the event, vehicle registration number, copy of the vehicle registration document, description of event with photographs of the damage suffered as well as any witnesses to what happened.

It is always obligatory to transmit the original complaint to the Captain of the ship and / or to the onboard Commissioner and / or to the officer in charge during the stationing of the vehicle on board the ship or before the landing;

providing the following information:

- Name and Surname
- Policy number **6003000458/A**
- The vehicle license plate and its availability for any appraisals and/or estimates of the damage



- Reason for the call
- Telephone number and/or address that can be used to can contact you.

For any complaints, write to

Nobis Compagnia di Assicurazioni S.p.A.
Ufficio Reclami (Complaints Office)
Centro Direzionale Colleoni
Viale Colleoni, 21
20864 Agrate Brianza – MB – fax 039/6890432 – reclami@nobis.it

in the event there is no reply, write to:

IVASS – Servizio Tutela degli Utenti
Via del Quirinale, 21
00187 ROME (RM)

Remember that the right to indemnity is prescribed two years from the last written request received by the Company regarding the claim (art. 2952 of the Civil Code).

Important!

In the event of claim, together with the documentation, the policy holder must send the Company the details of the current account they want to be credited with the refund or compensation (account number, IBAN code).

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