



## INSURANCE CONDITIONS

# *Filo diretto Travel*

**POLICY NO. 6003000456/Y**

### GLOSSARY

In the text, the following definitions shall apply:

**Surgery:** the facility or medical centre equipped and regularly authorised to provide health services as well as the law firm suitable for the exercise of the individual medical profession;

**Adjustment Appendix:** the monthly document with which the Company indicates to the Contracting Party the number of names communicated and included in insurance policies as well as the amount of the relevant premium due to supplement the minimum premium;

**Insured party:** The subject whose interest is protected by the insurance or each person who buys the policy at the time of booking the ticket or at the latest 30 days before the departure of the trip, regularly communicated to the Company

**Insurance:** the insurance contract;

**Assistance** timely help, in cash or in kind, provided to the insured who is in difficulty following the occurrence of an accident;

**Acts of terrorism:** Public domain action - including serious forms of unlawful violence against a community (or part thereof) and related goods - intended to instil terror in members of an organised community and/or to destabilise the established order and/or to limit individual freedoms (including religious freedoms), through bombings, kidnappings, hijackings of aeroplanes, ships etc. and similar acts provided that they are liable to endanger the lives of individuals;

**Damage:** Damage caused to luggage from breaking, collision, blows against fixed or moving objects.

**Baggage:** items of clothing, sporting goods and personal hygiene items, photo-optical material, radio-television sets and electronic equipment, and the suitcase, bag, rucksack which may contain them and which the insured person carries with him/her while traveling.

**Operations Centre:** the Company's facility which houses technicians and operators who work 24 hours a day every day of the year to provide telephone support to Insured Parties and organise and deliver Assistance services;

**Traveling companion:** An insured person who, while not having family ties with the Insured Party who has suffered the incident, is duly registered on the same travel as the Insured Party himself.

**Contracting Party:** the natural or legal person who enters into the insurance contract;

**Day hospital:** hospitalisation in a healthcare institution without an overnight stay.

**Variable Data:** means the variable risk factors relating to the adjustment of the premium and of the related payment, or to the number of insured parties and/or insured goods for which insurance coverage is provided that must be communicated by the Contracting Party in the manner prescribed in the Contract.

**Domicile:** the dwelling place, even temporarily, of the insured party.

**Contract length:** the period of validity of the contract chosen by the insured party;

**Europe:** all the countries of Europe and the Mediterranean basin with the exclusion of the Russian Federation.

**Overseas:** All countries other than those mentioned in the definition of Italy.

**Family:** spouse/cohabiting partner, parents, brothers, sisters, children, fathers- and mothers-in-law, sons- and daughters-in-law, grandchildren, grandparents, aunts and uncles, nephews and nieces up to third degree of kinship, brothers- and sisters-in-law.

**Revenue:** the total amount made by the contractor during the term of the policy.

**Excess:** predetermined amount which is always borne by the insured party for each claim;

**Theft:** The offence, laid down in Art. 624 of the Criminal Code, perpetrated by anyone who takes possession of other people's movable assets, taking them from their owner in order to gain profit for themselves or others.

**Failure:** the damage sustained by the vehicle due to wear, defect, breakage or non-functioning of its parts (with the exception of any ordinary maintenance operations), such as to make it impossible for the insured to use it under normal conditions;

**Company:** Nobis Compagnia di Assicurazioni SpA;

**Fire:** self-combustion with flame development;

**Accident:** the event, suffered by the vehicle, due to unforeseeable circumstances, inexperience, negligence, non-observance of rules and regulations, connected with road traffic, such as defined by law, that causes damage to the vehicle such that it can not be used in normal conditions;

**Compensation or Indemnity:** the amount payable by the Company in the event of a claim covered by the policy warranty;

**Injury:** event due to an accidental, violent and external cause, that produces objectively ascertainable physical injuries which have as a consequence death or permanent disability or total or partial temporary incapacity.

**Surgery:** a medical procedure undertaken in the operating room of a healthcare institute or an equipped clinic, by means of an insertion into human tissue or by using mechanical, heat or light energy sources. For insurance purposes, even closed-wound fractures and dislocations are considered as surgery

**Permanent disability:** the definitive and irremediable loss or decrease as a result of an accident or illness of the ability to carry out any profitable work, regardless of the profession carried out;

**Healthcare Institute:** The hospital, care home, healthcare and scientific research institute (IRCCS) or university clinic, duly authorised by the competent authorities - according to legal requirements - to provide hospital care. Excludes spas, rehabilitation and physiotherapy health facilities, elderly healthcare residences (RSA), dietary and cosmetic clinics as well as centres, however intended, which provide services pursuant to Art. 2 of Law No. 38 of the 15.03.2010;

**Italy:** The territory of the Italian Republic, Vatican City and the Republic of San Marino.

**Illness:** Any change in the state of health not caused by injury.

**Pre-existing illness:** An illness which is either the result or direct consequence of pathological conditions which arose prior to entering into the policy.

**Limit** the sum up to the amount of which the Company shall respond for each insurance claim.

**Medicines** those that are described in the Italian Medicines Yearbook are considered as such. Therefore, parapharmaceutical, homeopathic, cosmetic, dietetic, galenic products, etc. are not such, even if prescribed by a doctor;

**Policy:** The document that substantiates the insurance.;

**Premium:** The amount owed by the Contracting Party to the Company.

**Final premium:** The amount of the policy premium payable by the Contracting Party to the Company based on the number of names actually communicated or in the case of policy per rate, by multiplying the gross annual rate specified in the policy by the actual turnover achieved by the contracting party throughout the duration of the policy;

**Minimum premium:** The amount of the policy premium payable in all cases by the Contracting Party to the Company, regardless of the number of names actually communicated or, in the case of policy per rate, of the extent of the actual sales during the duration of the policy;

**Robbery:** the subtraction of a mobile item from the person who holds it, through violence or threat to their person;

**Residence :** the place where the natural or legal person is habitually resident/has their headquarters as stated in their certificate of residence;

**Recovery:** the hospitalisation, involving an overnight stay, in a private or public healthcare institution - regularly authorised to provide hospital assistance;

**Risk:** the chance that there will be a harmful event against which insurance is to be paid;

**Deductible:** the part of the damage paid for by the insured party as the cost of each claim ;

**Accident:** the occurrence of the damaging fact or event for which the insurance warranty is provided;

**Charges for the unsuccessful party:** expenditure that the unsuccessful party is ordered to reimburse to the victorious party in the civil proceedings;

**Gross rate:** the multiplier to be applied to the Contractor's turnover through which to determine the Definitive Award;

**Third Party:** normally third parties do not include: a) the Insured Party's spouse, parents, children nor any other similar person or relative living with them and stemming from the family status; b) the Insured Party's employees who sustain an injury during work or service;

**Vehicle:** mechanical means of transport driven by the insured party, powered by a motor and intended to circulate on roads, public areas and private areas. The insured vehicle is the one identified in the policy.

## **FILODIRETTO TRAVEL INSURANCE CONDITIONS**

Insurance Conditions FILODIRETTO TRAVEL Mod. 6003 (ed. 2018-12) - Last updated 01/12/2018

**Participation in this policy must take place at the time of booking the ticket or at the latest 30 days before departure.**

### **SECTION 1 - MEDICAL EXPENSES**

**For the outward journey:** The guarantee begins 48 hours before the official boarding time (based on the effective time of departure of the ship), is valid from the moment the Insured's journey begins to reach the port of embarkation and ends after 24 hours from the landing of the Insured (based on the actual time of arrival of the ship).

**For the return journey:** The guarantee runs 12 hours before the official boarding time (based on the ship's actual departure time), is valid from the moment the Insured's journey begins to reach the port of embarkation and ends 48 hours after the insured party lands (based on the actual time of the ship's arrival).

#### **ART. 1.1 - OBJECT OF THE INSURANCE**

Medical expenses will be reimbursed within the limit of the maximum per insured amounting to €1,000.00 in Italy and €2,000.00 abroad ascertained and documented supported by the Insured party for urgent or non-deferrable treatment or interventions, resulting from an accident or a non-existent illness manifested during the warranty's period of validity.

The warranty includes:

- hospitalisation costs in a medical institution;
- surgical expenses and medical fees as a result of illness or injury;
- expenses for outpatient medical examinations, diagnostic tests and laboratory tests (as long as they are relevant to the reported illness or accident);
- expenses for medicines prescribed by the doctor on the spot (as long as they are relevant to the illness or accident reported);
- expenses for urgent dental treatment, only as a result of an accident, up to €200.00 per Insured party.

In case of hospitalisation following an accident or illness indemnifiable in terms of policy; at the request of the Insured party, the Operations Centre will provide for the direct payment of medical expenses.

In any case, the Insured party is responsible for paying directly on site any surplus to the limits set out in the policy and the related deductibles.

For amounts above €1,000.00, the Insured party must request prior authorisation from the Operations Centre.

Solely for cases of accidents that occurred during the period of policy validity, medical expenses incurred within 60 days from the date of return to the Insured's domicile will be reimbursed up to the additional limit of €500.00.

#### **ART. 1.2 - DEDUCTIBLE AND OVERDRAFT**

For each claim, an absolute deductible of €30.00 will be applied, which shall be paid by the Insured party.

For claims exceeding €1,000.00 in case of non-authorisation by the Operations Centre, an overdraft of 25% of the amount to be reimbursed will be applied with a minimum of €50.00.

It is understood that for amounts over €1,000.00, no refund will be due if the Insured is unable to prove the payment of medical expenses incurred by bank transfer or credit card.

#### **ART. 1.3 - EXCLUSIONS AND SPECIFIC LIMITS FOR THE MEDICAL EXPENSES GUARANTEE**

In addition to the exclusions provided for by the Norms common to guarantees, expenses for physiotherapy, nursing, thermal, slimming and for the elimination of congenital physical defects are excluded; expenses related to eyeglasses, contact lenses, prostheses and therapeutic devices and those relating to operations or applications of an aesthetic nature. The insurance is not operative for the

expenses incurred for voluntary interruptions of pregnancy as well as for the services and therapies related to fertility and/or sterility and/or impotence.

## SECTION 2 - PERSONAL ASSISTANCE

Service activities included in the personal assistance guarantee are offered free of charge.

**For the outward journey:** The guarantee begins 48 hours before the official boarding time (based on the ship's effective departure time), is valid from the moment the Insured party's journey begins to reach the port of embarkation and ends at midnight of the 10th day after the insured party lands (based on the ship's actual arrival time).

**For the return journey:** The guarantee runs 12 hours before the official boarding time (based on the ship's actual departure time), is valid from the moment the Insured's journey begins to reach the port of embarkation and ends 48 hours after the insured party lands (based on the actual time of the ship's arrival).

### ART. 2.1 - OBJECT OF THE INSURANCE

The Company is obliged within the limits agreed in the policy, to make available immediately to the Insured, through the use of staff and equipment of the Operations Centre, the insured benefit if the Insured person finds themselves in difficulty as a result of the occurrence of illness, injury or a fortuitous event. The aid may consist of cash or benefits in kind.

### ART. 2.2 - TELEPHONE MEDICAL ADVICE

If as a result of illness or accident, it is necessary to ascertain the state of health of the Insured party, the Company will make the Medical Service of the Operations Centre available for contacts or investigations necessary to handle the health emergency.

### ART. 2.3 - SENDING A DOCTOR TO ITALY IN URGENT CASES

If the Insured party, traveling in Italy, needs a doctor and cannot locate one, the Company will make available to the insured party through the Operations Centre, at night (from 8.00 to 8.00) and 24 hours a day on Saturdays and on public holidays, their own medical service that guarantees the availability of general practitioners ready to intervene at the time of the request. After calling the Operations Centre and following an initial telephone diagnosis with the on-call doctor, the Company will send the requested doctor for free.

In the event a doctor is not immediately available and if circumstances make it necessary, the Company will arrange for the transfer, by ambulance, of the patient to an emergency room.

### ART. 2.4 - NOTIFICATION OF A DOCTOR ABROAD

When after a medical consultation (see the "Telephone medical advice" service) it becomes necessary for the insured party to undergo a medical examination, the Operations Centre will notify a doctor in the area where the Insured is located compatible with local availability.

### ART 2.5 - MONITORING OF HOSPITAL ADMISSION

If the Insured is hospitalised, the Medical Service of the Operations Centre is available, as a reference point, for any communications and updates on the clinical course to be given to the Insured party's family members.

### ARTICLE 2.6 - ORGANISED MEDICAL TRANSPORT

The Medical Service of the Operations Center, following an accident or illness of the Insured party, which entail infirmities or injuries that cannot be treated locally or which prevent the continuation of the trip and/or stay, after possible consultation with the local doctor, and, if necessary/possible, the family doctor, will organise - after receiving medical documentation issued on the spot certifying the nature of the disease - transport or return health care. Depending on the seriousness of the case, the Insured party will be transported to the hospital most suited to their state of health or brought back to their residence.

In the opinion of the Medical Service of the Operations Centre, health transport can be organised with the following means:

- sanitary aeroplane - airliner - sleeping car - 1st class berth - ambulance - other means considered suitable.

If the conditions make it necessary, the transport will be carried out with the support of medical and/or paramedical staff of the Operations Center.



The return from non-European countries (meaning every country outside Continental Europe including the possessions, territories and overseas departments), excluding those of the Mediterranean basin, will be carried out exclusively by airliner. The benefits are not due if the Insured or the family members of the same, voluntarily resign against the opinion of the health workers of the facility where the Insured is hospitalised.

#### **ART. 2.7 - RETURN OF FAMILY MEMBERS OR TRAVEL COMPANIONS**

In case of health transport of the insured, transport of the body and return of the convalescent party, the Operations Centre will organise this and the company will arrange the return (tourist class plane or 1st class train) of the family members as long as they are insured or a travel companion. The service is effective if the Insured is unable to use the travel documents in their possession.

#### **ART. 2.8 - TRANSPORT OF THE BODY**

In case of death of the Insured party during the guarantee validity period, the Operations Centre will organise the transport of the body carrying out the necessary formalities and **covering the costs** that are necessary and indispensable (post-mortem treatment, transport cage documentation) to the place of burial in the insured party's country of residence. The costs of research, funeral burial and possible pick-up of the body are excluded from the guarantee.

#### **ART. 2.9 - A FAMILY MEMBER'S TRIP IN CASE OF HOSPITALISATION**

In case of hospitalisation of the Insured party for more than 5 days, the Operations Centre will organise and the Business will arrange the return trip (tourist class plane or 1st class train) and accommodation costs **up to an amount of €100 per day and for a maximum of 10 days for a family member.**

The service will be provided only if another adult member is not already present on the spot.

#### **ART. 2.10 - ASSISTANCE TO MINORS**

If as a result of illness or accident, the Insured cannot take care of the minor children traveling with them, the Operations Centre makes available to a family member or another person designated by the Insured party or possibly by the spouse, a return ticket by 1st class train or tourist class air, to reach the minors and bring them back home.

The service will be provided only if another adult member is not already present on the spot.

#### **ART. 2.11 - RETURN OF THE CONVALESCENT TRAVELER**

If the state of health of the Insured prevents them from returning to their residence by the means initially provided for the Operations Centre will organise and the Company **- upon receipt of medical documentation issued on the spot certifying the nature of the disease -** will arrange the cost of the return ticket (in tourist class air travel or 1st class train travel).

The service is effective if the Insured is unable to use the travel documents in his possession.

#### **ART. 2.12 - EXTENSION OF THE STAY**

The Operations Centre will provide for the Insured, the family members or the traveling companion, also insured, to the logistic organisation for the overnight stay originating from an extension of the stay due to illness or accident of the Insured, against a regular certificate doctor and the company **will bear the costs of accommodation up to a maximum of 10 days and in any case within the limit of €100.00 per day.**

#### **ART. 2.13 - URGENT DISPATCH OF MEDICINES ABROAD**

The Operational Centre will send, as far as possible and in compliance with the rules governing the transport of medicines and only as a result of chance event, accident or illness, medication to the forward destination essential for the continuation of a therapy in progress, in the event that, since the Insured cannot be disposed of these medicines, it is impossible for them to obtain them on site or to obtain equivalent ones. In any case, the cost of these medicines remains the responsibility of the Insured party.

#### **ART. 2.14 - INTERPRETER AVAILABLE ABROAD**

The Operations Center in case of necessity resulting from hospitalisation abroad or legal proceedings for culpable events occurred abroad, and limited to countries where there are correspondents, will organise the locating of an interpreter **and the company will assume the cost up to €1,000.00.**

#### **ART. 2.15 - ADVANCE PAYMENT EXPENSES**

If the Insured should incur unforeseen expenses resulting from events of particular and proven seriousness, the Operations Centre will arrange "on-site" payment of invoices or a send cash advance to the Insured Party **up to the amount of €8,000.00** as a guarantee that can be provided at home by a third party with immediate coverage of the loan.

#### **ART. 2.16 - EARLY REPATRIATION**

The Operations Centre will organise and the Company will pay the ticket for the early return (tourist class or 1st class train) of the Insured party, to their residence, following the death or imminent danger of life in the country of residence exclusively for one of the following family members: spouse, child, parent/sibling, father-in-law, son-in-law, daughter-in-law, grandparents, uncles and grandchildren up to the 3rd degree of kinship, brother-in-law.

The service is also valid for material damage to the main or secondary residence, to the professional offices or company of the insured party which makes their presence essential and urgent.

In the event the insured party must leave the vehicle to return early the company will provide the insured party with an air or rail ticket to go and retrieve the vehicle later. The services are operational if the Insured party is unable to use the travel documents in their possession.

#### **ART. 2.17 - TELEPHONE/TELEGRAPHIC EXPENSES**

The Company will take over any documented expenses that may be necessary in order to contact the Operations Centre **up to €100.00**.

#### **ART. 2.18 - TRANSMISSION OF URGENT MESSAGES**

If the Insured in need is unable to send urgent messages to people, the Operations Centre will endeavor to forward these messages.

#### **ART. 2.19 - RESCUE COSTS FOR SEARCH AND RESCUE**

In the event of an accident or illness, search and rescue costs are guaranteed **up to €1,500.00 per person provided the search is carried out by an official body**.

#### **ART. 2.20 - ADVANCE BAIL FOR PENALTIES ABROAD**

The Company will forward abroad, **up to an amount of €25,000.00**, the bail set by the local authority to release the Insured party. Since this amount represents only a prepayment, the Insured party must designate a person who simultaneously makes the same amount available on a specific bank account in the name of the Company. In the event the security deposit is reimbursed by the local authorities, the same must be returned immediately to the company which, in turn, will dissolve the bond mentioned above. This warranty is not valid for facts resulting from the trade and sale of drugs or intoxicating substances, as well as participation by the Insured party in political events.

#### **ART. 2.21 - EXCLUSIONS AND SPECIFIC LIMITS FOR THE PERSONAL ASSISTANCE GUARANTEE**

**In addition to the exclusions provided for by the rules common to guarantees, the company is not responsible for the costs incurred by the Insured party without prior authorisation from the Operations Centre.**

**If the Insured Party does not receive one or more services, the Company is under no obligation to provide compensation or alternative services as compensation in kind.**

**The Company does not recognise reimbursements or compensatory indemnities for services organized by other insurance companies or by other bodies or which have not been requested in advance by the Operations Centre and organized by the same. The reimbursement can be recognised (within the limits established by this contract) in the event that the Operations Centre, previously contacted, has authorised the insured party to independently manage and organise the assistance intervention: in this case, they must send the Operations Centre the original proof of expenses incurred by the insured party.**

**Infectious diseases are also excluded if the assistance intervention is prevented by international health standards.**

#### **ART. 2.22 - RESPONSIBILITY**

**The Company declines all responsibility for delays or impediments that may arise during the execution of Assistance services in case of events already excluded pursuant to the General and specific Conditions and following:**

- provisions of local authorities prohibiting the planned assistance intervention;
- any chance or unpredictable circumstance;
- cases of force majeure

#### ART. 2.23 - RETURN OF TRAVEL DOCUMENTS

The Insured party is required to deliver unused travel tickets to the Company following any benefits received.

### SECTION 3 - BAGGAGE

**For the outward journey:** The guarantee begins 48 hours before the official boarding time (based on the ship's effective departure time), is valid from the moment the Insured party's journey begins to reach the port of embarkation and ends at midnight of the 10th day after the insured party lands (based on the ship's actual arrival time).

**For the return journey:** The guarantee runs 12 hours before the official boarding time (based on the ship's actual departure time), is valid from the moment the Insured's journey begins to reach the port of embarkation and ends 48 hours after the insured party lands (based on the actual time of the ship's arrival).

#### ART. 3.1 - OBJECT OF THE INSURANCE

The company guarantees up to a limit of €500.00:

- the baggage of the insured party against the risks of fire, theft, robbery and loss and damage, and carrier's failure to return it.
- within the aforementioned ceilings, but with the limit of €300.00 per person, the reimbursement of expenses for re-preparing/duplication of the passport, identity card and driving licence of motor vehicles and/or boat licence as a consequence of the events described above;
- within the aforementioned ceilings, but with a limit of €300.00 per person, the reimbursement of documented expenses for the purchase of basic necessities and items for personal use incurred by the Insured party following the total theft of baggage or late delivery by the carrier after more than 12 hours of the insured party's arrival at the destination.

#### ART. 3.2 - EXCLUSIONS AND SPECIFIC LIMITS FOR THE BAGGAGE GUARANTEE

In addition to the exclusions provided for by the Norms common to guarantees, the guarantee excludes damages deriving from:

- fraud, fault, negligence, negligence of the Insured party, as well as oversight;
- insufficient or inadequate packaging, normal wear and tear, manufacturing defects and atmospheric events;
- breakage and damage to baggage unless they result from theft, robbery, crime or are caused by the carrier;
- theft of the baggage contained inside the vehicle that is not regularly locked up as well as the theft of baggage placed on board of motorcycles or placed on external roof racks. Theft is also excluded from 8 pm to 7 am if the baggage is not placed on board a locked vehicle in a guarded parking lot;
- money, credit cards, cheques, titles and collections, samples, documents, airline tickets and any other travel documents;
- jewels, precious stones, furs and any other precious objects left unattended.
- any goods purchased during the period of validity of the policy without regular proof of expenses (invoice, receipt, etc.).
- goods that, other than clothing items and suitcases, bags and backpacks have been delivered to transport companies, including the air carrier;

With the sum insured and the maximum reimbursement of €400.00 for each item, the reimbursement is limited to 50% for jewellery, precious stones, watches, furs and any other precious object, photocopy equipment, radio and television sets and electronic equipment.

Photocelloptic equipment (lenses, filters, flashers, batteries, etc.) are considered as sole objects.

#### ART. 3.3 - COMPENSATION CRITERIA

The reimbursement will take place at the new value for goods evidenced (invoice or receipt) purchased new in the three months prior to the damage, otherwise the reimbursement will take into account the degradation and state of use.

For goods purchased during the period of validity of this policy, any compensation will be paid only if the Insured will be able to present regular proof of expenses.

#### **ART. 3.4 - OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF ACCIDENT**

Without prejudice to the loss of the right to indemnity, the Insured is obliged to lodge a complaint with the competent Authority (Commander of the Ship or the Commissioner on Board) by releasing the original. For damages occurring during air transport, the complaint must be made to the appropriate airport office (PIR - PROPERTY IRREGULARITY REPORT). The insured person is also required to make a prior request for compensation to the carrier and to produce the original of the carrier's reply letter to the Company. The company will reimburse the insured party, only after complete submission of the requested documents needed for assessing the claim.

### **SECTION 4 - VEHICLE ASSISTANCE**

**For the outward journey:** The guarantee begins 48 hours before the official boarding time (based on the ship's effective departure time), is valid from the moment the Insured party's journey begins to reach the port of embarkation and ends at midnight of the 10th day after the insured party lands (based on the ship's actual arrival time).

**For the return journey:** The guarantee runs 12 hours before the official boarding time (based on the ship's actual departure time), is valid from the moment the Insured's journey begins to reach the port of embarkation and ends 48 hours after the insured party lands (based on the actual time of the ship's arrival).

#### **ART. 4.1 - SUBJECT OF INSURANCE**

The company will organise and manage through the Operations Centre the services indicated in the following article 4.2, foreseen in case of breakdown or accident occurred to the vehicle, it being understood that all expenses resulting from the repair of the vehicle (due to breakdown and/or accident, theft) will always be borne by the Insured.

#### **ART. 4.2 - ROADSIDE ASSISTANCE AND TOWING**

If the vehicle remains immobilised following a breakdown or accident, the Operations Center will send 24 hours a day and the Company will bear the related cost, the vehicle at the place of immobilisation, to tow the vehicle to the nearest service point of the manufacturer or to the nearest workshop or to carry out on site small interventions that allow the vehicle to resume moving independently. The costs of spare parts that may be used to carry out minor repairs and any other repair costs on the spot are the responsibility of the Insured.

In addition, the cost of the rescue will be borne by the Insured if the breakdown or accident occurs outside the public road network or in areas equivalent to them (in-circuit or off-road routes).

If the vehicle remains immobilised on the motorway, the Insured must engage authorised rescue vehicles, then communicate it by telephone to the Operations Center. This communication is mandatory in order to be able to use the repayment of the aid by the Operations Center upon receipt of the receipt issued by the authorised rescuer.

#### **ART. 4.3 - SENDING SPARE PARTS**

The Operations Center will search for and send spare parts necessary for the repair of the vehicle, if the same could not be found in the place where the failure or accident occurred. In case of air shipment, the spare parts will be sent to the nearest airport to the place where the vehicle is located. In any case, the purchase costs of spare parts and customs will be charged to the Insured.

#### **ART. 4.4 - RETURN TO THE RESIDENCE AND/OR ABANDONMENT OF THE VEHICLE**

The Operations Center will organize the return to the Insured's residence of the vehicle following a breakdown, accident, finding after theft which involves more than 5 working days for the necessary repairs, all within the cost limit for the Company equal to the value of the vehicle after the left. The costs of keeping the vehicle from the time of the accident and until the return, with a maximum of €50.00, will be borne by the Company. If the estimated costs for repairs are uneconomical or in any case higher than the value of the vehicle after the accident, the warranty will not be effective and the Company will limit itself to the costs of legal abandonment.



#### **ART. 4.5 - CONTINUATION OF THE TRIP - REPLACEMENT CAR**

If the vehicle is unavailable, due to failure, accident, finding after theft, for a period of more than 3 working days for the necessary repairs, the Operations Center will make available to the Insured and other passengers a ticket (tourist class or first class train) or alternatively a group C rental car, consistent with the opening hours of the car rental stations, without driver for a maximum 7-day unlimited mileage to reach the destination. Expenditure on fuel, non-compulsory insurance and any deductibles are excluded.

#### **ART. 4.6 - RETURN OF THE INSURED AND OTHER PASSENGERS**

If the Insured has not used the services referred to in Article 4.5 the Operations Centre will make available to the Insured and the other passengers, a transport ticket for the return to the residence (tourist class or first class train) or alternatively a group C rental car, consistent with the opening hours of the train stations car rental, without driver for a maximum of 7 days with unlimited mileage to reach the residence. Expenditure on fuel, non-compulsory insurance and any deductibles are excluded.

#### **ART. 4.7 - TAKING CHARGE OF VEHICLE RECOVERY COSTS**

If the Insured is unable to return to his/her home with the vehicle that is the object of a breakdown or an accident, following one of the events referred to in articles 4.4, 4.5, 4.6, the Operations Center will provide a one-way ticket for repairs, to allow the Insured to go to the place where the vehicle is to be recovered.

#### **ART. 4.8 - HOTEL EXPENSES**

If the vehicle remains immobilised following a breakdown or accident and the repair can only take place the following day, or has been stolen forcing passengers who are away from their home to a forced stop, the Company will bear the stay in hotel for all vehicle occupants for an overnight stay and breakfast up to a maximum of €100.00 a person. The costs other than those indicated above remain the responsibility of the Insured.

#### **ART. 4.9 - DRIVER**

The Operations Centre will provide a driver to replace the insured person or accident victim and provided that no other passenger with a driving licence is on board. The driver is available for a maximum of three days to drive the Insured vehicle as soon as possible to the first original destination of the journey or to the Insured's residence.

#### **ART. 4.10 - ADVANCE EXPENSES OF FIRST NECESSITY**

If the Insured person incurs unforeseen expenses due to vehicle failure or accident, the Operations Centre will pay on-site invoices or money advance to the Insured, up to €500.00. To benefit from this advance, which must be returned to the Operations Centre within 30 days of returning home, the Insured must provide bank or other guarantees, deemed adequate by the Operations Centre. In any case, the guarantee will not be effective in Countries in which there are no branches or correspondents of the Operational Centre and if the possible transfer of funds abroad involves violation of the currency provisions.

#### **ART. 4.11 - ADVANCE BAIL**

In the event of an accident of the assisted vehicle, the Operations Centre will be able to advance the amount of the bail for the driver's freedom up to the amount of €5,000.00 against bank guarantees deemed appropriate by the Operations Centre. The amount in advance, if the driver is held by the Judicial Authority following a conviction, a non-appearance or in any other case, must be repaid to the Operations Center within 2 months of the advance.

#### **ART. 4.12 - EXCLUSIONS**

in addition to the exclusions indicated in the general conditions, the following are excluded:

- a) vehicles registered for the first time in over 8 years;
- b) vehicles weighing more than 35 quintals;
- c) non-land vehicles and not regularly registered vehicles;
- d) vehicles rented, hired or used for public transport.

## SECTION 5 - CANCELLATION OF THE TICKET

**The ticket cancellation guarantee** is valid for both the outward and return leg, runs from the moment the ticket is booked and ends at the time of boarding (in and/or back).

### ART. 5.1 - OBJECT OF THE INSURANCE

The Company reimburses to the Insured, the penalty applied contractually by the Contractor pursuant to the General Conditions of Carriage, for cancellation of the ticket by the Insured which is the result of unpredictable and non-pre-existing circumstances at the time of booking the ticket determined by any event unexpected, objectively documentable, independent of the will of the Insured and such as to entail the Insured the impossibility to undertake the trip for the following causes:

Death, sickness or accident to the insured party or to the travelling companion, to their spouse/partner living with them *more uxorio*, parents, brothers, sisters, children, parents-in-law, brothers-in-law, sisters-in-law, grandparents, uncles, aunts, nephews and nieces up to the 3<sup>rd</sup> degree of kinship, copartner of the company of the insured party or direct manager, that may induce the insured party not to start the travel due to his/her health conditions or as he/she is required to assist the above-mentioned persons due to sickness or accident.

Material damages to the house, the firm or the company of the insured party that require his/her presence;  
Impossibility of the insured party to reach the point of departure due to serious loadstone as defined by relevant authorities;

Failure or accident occurred to the mean of transport used by the insured party preventing him/her from reaching the point of departure of the travel;

Court summons or call-up of the insured party as Juror, occurred after the reservation;

Theft of the documents required by the insured party to travel abroad, provided that they cannot be remade in time to travel;

Impossibility to use the already planned holidays by the insured party due to new job or dismissal carried out by the employer;

Impossibility to start the travel due to variation in dates of: school examinations, qualifying examinations or competitive state examinations;

In case of accident involving more insured parties registered for the same travel, the company shall indemnify all the family members entitled to the reimbursement and only one travelling companion, provided that they are insured, too.

**Guarantees are also included in the cancellation by the Insured due to terrorist acts occurred in the place of embarkation of the ship in the 3 days prior to the departure of the same.**

### ART. 5.2 - MAXIMUM, UNCOVERED, DEDUCTIBLE

The insurance is provided up to the total cost of the ticket including taxes and fees for embarkation and disembarkation without deduction of any overdraft and deductible.

### ART. 5.3 - OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

The Insured party is obliged to communicate the cancellation of the ticket purchased to the Contractor and/or to the Travel Agency where the booking was made. All claims must be reported using one of the following methods:

- **via the Internet** (following the relevant instructions in the "Denuncia On-Line" section of the site [www.nobis.it](http://www.nobis.it)).

All correspondence or documentation must be sent to:

**Nobis Compagnia di Assicurazioni S.p.A.**  
**Ufficio Sinistri (Claims Office)**  
**Viale Colleoni, 21 - Centro Colleoni**  
**20864 AGRATE BRIANZA (MB)**

**The Company reserves the right not to send its fiduciary doctor; in this case the claim will be opened directly by the doctor of the Operations Centre. Failure to comply with these obligations and/or if the fiduciary doctor of the Company establishes that the conditions of the Insured Party are not such as to**

prevent travel and/or in the case of failure of the Insured Party to provide the Company with the necessary documents for the proper valuation of the compensation request, may entail the total or partial loss of the right to compensation.

**IMPORTANT:** The compensation payable to the Insured Party is equal to the withdrawal payment (that is, the penalty specified in the travel contract, in case of cancellation of the same), calculated on the date the event occurred, that is the occurrence of the circumstances making it impossible to travel. Any major penalty, charged by the Contractor as a result of a delay by the Insured in signaling the cancellation of the ticket to the Contractor and/or the Travel Agency will remain the responsibility of the Insured.

#### **ART.5.4 - EXCLUSIONS AND LIMITS VALID FOR THE CANCELLATION OF THE TICKET**

- Culpability and gross negligence of the Insured;
- state of war, revolution, riots or popular movements, looting, acts of terrorism or vandalism, strikes;
- earthquakes, floods and other weather phenomena which are declared as natural disasters, or phenomenon occurring in connection with atomic, natural or artificially induced energy transformation or settlements, willful misconduct of the Contracting Party or of the Insured Party;
- 8) suicide or attempted suicide.
- bankruptcy of the carrier or agency where the ticket was purchased;
- cancellation of the trip by the shipping company.

### **SECTION 6 - ACCIDENTS DURING THE JOURNEY**

**For the outward journey:** The guarantee begins 48 hours before the official boarding time (based on the ship's effective departure time), is valid from the moment the Insured party's journey begins to reach the port of embarkation and ends 12 hours from the time the insured party lands (based on the ship's actual arrival time).

**For the return journey:** The guarantee runs 12 hours before the official boarding time (based on the ship's actual departure time), is valid from the moment the Insured's journey begins to reach the port of embarkation and ends 48 hours after the insured party lands (based on the ship's actual arrival time).

#### **ART. 6.1 - OBJECT OF THE INSURANCE**

The insurance is valid for the accidents suffered by the Insured party during the performance of activities that are not of a professional nature, within the warranty period and within the ceiling of €10,000.00. Accidents due to chance, violent and external causes, which produce objectively ascertainable bodily injuries which result in death or permanent disability, are considered accidents.

They are equated to injury:

- a) - not-wilful asphyxia;
- b) - acute poisoning by ingestion or absorption of substances.
- c) cold exposure or freezing;
- d) Sunstroke and heatstroke
- e) fulguration;
- f) the affections and poisonings caused by bites of animals and insect bites;
- g) muscular injuries caused by exertion, with the exclusion of traumatic or stress hernias, infarcts and subcutaneous tendon ruptures.

#### **ART. 6.2 - DEATH**

If the injury results in death, the Company will pay the sum insured to the Insured's heirs.

If, as a result of an indemnifiable accident in terms of policy, the body of the Insured is not found and presumed that the death occurred, the Company will liquidate the capital envisaged for the case of death to the beneficiaries indicated in the policy.

The liquidation will not take place until 6 months have elapsed from the submission of the presumed death claim in terms of Art. 60 and 62 C.C.

It is understood that, if after the Company has paid the indemnity it will result that the Insured is alive, the Company will be entitled to repayment of the sum paid. Upon return, the Insured will be able to assert their rights for any permanent disability suffered.

Compensation in the event of death cannot be combined with that of permanent disability. Therefore, if after the payment of compensation for permanent disability, the Insured dies as a consequence of the same accident, the Company, only in the case in which the capital guaranteed for the case of death is

higher than the one for permanent disability, corresponds a further compensation equal to the difference between the compensation for death and the one already paid for permanent disability.

#### **ART. 6.3 - PERMANENT DISABILITY**

If the injury results in permanent total permanent invalidity, the Company will pay the full sum insured for permanent disability.

If the accident results in definitive partial permanent invalidity, the indemnity is calculated on the sum insured, in proportion to the degree of invalidity established according to the criteria and percentages provided for in Annex 1) of Presidential Decree 30.6.65 n. 1124 (TU of compulsory insurance against accidents at work).

It is agreed that no compensation will be made for permanent disability when it is 10% or less in total.

#### **ART. 6.4 - CACCUMULATION CLAUSE**

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

If the total capital insured exceeds the limits indicated above, the indemnities due to each Insured will be reduced proportionately.

#### **ART. 6.5 - EXCLUSIONS AND LIMITS VALID FOR THE ACCIDENT GUARANTEE**

For the Death and Permanent Disability insurance, exclusions from insurance include accidents resulting from:

- 8) suicide or attempted suicide.
- from the abuse of alcohol and psychotropic drugs, from the use of drugs and hallucinogens;
- from the practice of parachuting or air sports in general;
- Accidents caused by surgical operations, medical examinations or medical care not required by accident;
- From willful acts committed or attempted by the insured party;
- acts of terrorism or organized sabotage;
- from wars or insurrections; without prejudice to the period of 14 days from the start of hostilities if and because the Insured is surprised by the outbreak of war events while they are abroad in a country until then in peace. However, the injuries arising from the aforementioned lawsuit that affect the Insured in the territory of the Italian Republic, Vatican City and the Republic of S. Marino are excluded from the guarantee;
- by transmutation of the atom nucleus and artificially caused radiation from the acceleration of atomic particles or from exposure to ionising radiations;
- The following accidents are also excluded from the insurance:
- in the exercise of sports involving the use of motor vehicles;
- in the exercise of the following sporting disciplines even if carried out recreationally: heavy athletics, martial arts, free climbing, bobsleigh or sled race, river canoeing and rafting, bobsleigh, scuba diving, parachuting, paragliding, rugby or American football, jumping from the trampoline with skiing or hydroski, climbing of rock or ice beyond the third degree of the UIAA scale (International Union of Mountain Associations), ski mountaineering, acrobatic skiing, air sports in general, caving, diving controlled by elastic rope;
- in the exercise of sports which constitute the Insured's professional activity or carried out under the auspices of the respective Federations.
- in the exercise of the following activities: Acrobats, Caretakers and public security agents, Blasters, Italian police, Testing vehicles or motor boats, Explosives dealers, Tamers, Armed Forces (belonging to the Army, Navy Aeronautics), Italian finance police (belonging to), Alpine guides, Miners, Personnel involved in the processing, handling, transportation and professional use of explosive and contaminated products, Diving, Pyrotechnics, Police (belonging to), Divers, Firefighters.

#### **ART. 6.6 - AGE LIMIT**

The insurance does not work for people who have already reached 75 years of age at the time of the accident.

#### **ART. 6.7 - WAIVER OF THE RIGHT OF SUBROGATION**

The Company waives, in favor of the Insured and its entitled persons, the right of subrogation pursuant to Article 1916 of the Civil Code, third parties responsible for the accident

### **SECTION 7 - HOME ASSISTANCE**

Service activities included in the personal assistance guarantee are offered free of charge.

For the family members of the Insured party (spouse / cohabitant, parents, siblings, children, in-laws, grandmothers, grandparents) who remain in Italy, the following benefits run from the day of departure of the Insured's trip and are valid until the return of the same.

#### **ART. 7.1 - TELEPHONE MEDICAL CONSULTANTS**

The company through the Operations Centre, provides 24 hours a day, medical service for any medical information or suggestion.

#### **ART. 7.2 - DISPATCHING A DOCTOR IN URGENT CASES**

The company, through the Operational Center, provides, at night and 24 hours on Saturdays and holidays, its medical service that guarantees the availability of general practitioners, pediatricians and cardiologists ready to intervene in the moment of the request. Calling the Operations Centre and following an initial telephone diagnosis with the on-call doctor, the Company will send the requested doctor for free.

In the event that a doctor is not immediately available and if circumstances make it necessary, the Company arranges for the transfer, by ambulance, of the patient to an emergency room. The Company will promptly inform the Insured about the health conditions of the family member by promptly updating this information until the Insured returns from the trip.

#### **ART. 7.3 - MEDICAL EXPENSES REIMBURSEMENT**

Upon contact with the Operational Center, within the limit of the Insured ceiling of €200.00 medical expenses incurred for diagnostic tests of first necessity will be reimbursed.

This warranty is valid only for the Insured family members who stay at home and start on the day of departure of the Insured's trip and expires when the trip returns.

#### **ART. 7.4 - AUTO\_AMBULANCE TRANSPORT**

The company, through the Operations Centre, if the patient requires transport by ambulance, organises the transfer at its own expense, sending the ambulance directly and supporting the transport costs up to a maximum of 200 km. /return).

#### **ART. 7.5 - NURSING ASSISTANCE**

If the patient following an illness or accident requires the home care of general and/or specialised nurses at home, the Operations Centre will search for and send staff and pay the related costs within the limit of €200.00. This warranty is valid only for the Insured family members who stay at home and start on the day of departure of the Insured's trip and expires when the trip returns.

#### **ART. 7.6 - HOME PHARMACY DELIVERY**

The Operations Centre guarantees the search and delivery of medicines 24 hours a day. If the medicine requires a prescription, the assigned staff first go to the patient's home and then to the pharmacy. The cost of the drug will be paid by the insured party.

#### **ART. 7.7 - FREE APPOINTMENT MANAGEMENT**

The Operational Centre provides its own database relating to the affiliated health network. If the patient needs information or an appointment for an examination, visit, hospitalisation, it is sufficient to contact the Operations Centre. Depending on the specific needs related to the type of exam or visit to be performed, the desired day and time, the area and the tariff, the Operations Centre selects, by using the database, the doctors and/or the agreed centres that meet the needs of the patient and by virtue of the preferential access channels, makes the appointment by name and on behalf of the patient himself.

#### **ART. 7.8 - CONVENTIONAL HEALTH NETWORK**

The Operative Centre, through agreements stipulated with clinics, polyclinics, medical offices, health facilities in general at national level, guarantees the use of this network for specialist visits, diagnostic or

laboratory tests and hospitalisations, all with agreed and discounted rates, with a preferential access channel.

#### **ART. 7.9 - SENDING A PLUMBER FOR EMERGENCY OPERATIONS**

If the Insured requires the intervention of a plumber following the obstruction/breakage of the fixed or mobile plumbing or sanitary plumbing and consequent flooding/infiltration and/or lack of water throughout the home or at the contiguous home, the Operations Centre sends a 24 hour plumbing service. The Company shall pay the call-out, travel costs for the expert and the labour until the emergency intervention is completed with a maximum limit of 2 hours. The Insured party bears the cost of the materials used for the repair and any surplus labour that does not come under emergency management.

#### **ART. 7.10 - SENDING AN ELECTRICIAN FOR EMERGENCY OPERATIONS**

If the Insured party requires the intervention of an electrician following a power outage or short circuit and consequent light shortage in the habitation, the Operational Centre will send an electrician with a 24 hour service. The Company shall pay the call-out, travel costs for the expert and the labour until the emergency intervention is completed with a maximum limit of 2 hours.

The Insured party bears the cost of the materials used for the repair and any surplus labour that does not come under emergency management.

#### **ART. 7.11 - SENDING A BLACKSMITH/LOCKSMITH FOR EMERGENCY OPERATIONS**

If the Insured party requires the intervention of a locksmith / locksmith following:

- theft, loss, breakage of keys or failure of the lock to prevent access to the home;
- theft or attempted theft that compromise the functionality of the entrance door of the house and do not guarantee the security of the same;

the Operations Centre will send a locksmith, 24 hours a day. The Company shall pay the call-out, travel costs for the expert and the labour until the emergency intervention is completed with a maximum limit of 2 hours.

The Insured party bears the cost of the materials used for the repair and any surplus labour that does not come under emergency management.

#### **ART. 7.12 - HOTEL EXPENSES**

If as a result of one of the events described above or as a result of theft, attempted theft, vandalism, explosion, lightning, fire the house is unusable, the Operations Centre will organise, and the Company will pay, the stay in hotel (bed and breakfast) of the Insured's family members who stayed at home up to a maximum of €200.00 per event.

#### **ART. 7.13 - APARTMENT SUPERVISION AND CUSTODY OF ASSETS**

If as a result of one of the events described above or as a result of theft, attempted theft, vandalism, explosion, lightning, fire it is necessary to prepare the protection of the assets indicated by the Insured, the Operations Centre shall arrange for the supervision of the home of the Insured using surveillance guards or arrange for the custody of the assets as indicated by the insured party.

Supervisory and custodial expenses shall be borne by the Company up to a maximum of 24 hours of picking up and up to the definitive restoration of the insured person's security.

### **RULES COMMON TO ALL GUARANTEES**

#### **ART. 1 - EXCLUSIONS AND VALID LIMITS FOR ALL GUARANTEES**

No benefits are due for claims occurring as a result of:

- wars, revolutions, riots, popular demonstrations, pillages, acts of terrorism or vandalism, strikes;
- earthquakes, flooding and other adverse weather conditions declared natural calamity, events occurred in connection with energetic adjustments or transformation of atoms, both natural and induced artificially. This exclusion does not apply to single cases, such as when weather hazards and social emergencies are not officially defined as such;
- fraud committed by the contracting or Insured party;
- travels against medical advice or, anyway, during a serious illness or for the purpose of undergoing medical/surgical operations;
- sickness due to chronic or pre-existing diseases, already known by the insured party at the date of the stipulation of the policy, illness that may be connected with pregnancy complications beyond the 24<sup>th</sup> week;

- voluntary abortion, organ explants and/or transplants;
- non-therapeutic use of medicines or drugs, alcohol or drugs addiction, HIV-related diseases, AIDS, mental diseases and cerebral organic syndromes;
- sports activities, such as: mountain climbing including climbs exceeding the third degree, free climbing, ski-jumping and water ski-jumping, freestyle or extreme skiing, off-run skiing, bobsleighting, river canoeing exceeding the third degree, rafting, kite-surfing, hydrospeed, bungee jumping, parachuting, hang-gliding, air sports, boxing, wrestling, football, rugby, ice hockey, scuba diving, weightlifting. The following sports are included, provided that they are performed solely for leisure purposes: scuba diving, off-run skiing if authorized by relevant authorities, bobsleighting, rafting and kite-surfing
- acts of imprudence;
- professional training for sports; participation in sports competitions, including trainings and trials supported by sports associations; competitions connected with leisure and/or games are included and considered as insured;
- racing with cars, motorcycles, motor-boats including water scooters, bobsleighs and relevant trainings and trials, unless connected with leisure;
- infectious diseases if the intervention of assistance is prohibited by national or international health provisions;
- activities implying any direct use of explosives or firearms.

For traveler residing abroad the insurance is not valid .

Guarantees are not provided in those Countries that are in belligerency state, declared or in fact, among which are considered those outlined at the website [hiip://watch.exclusive-analysis.com/jccwatchlist.html](http://hiip://watch.exclusive-analysis.com/jccwatchlist.html) that at the moment of policy issuing got a grade of risk of "4.0" or more. Moreover are considered in state of declared or concrete belligerence those countries of which their condition of belligerence has been made public.

#### **ART. 2 - EXCLUSION OF ALTERNATIVE COMPENSATION**

If the Insured Party does not receive one or more services, the Company is under no obligation to provide compensation or alternative services as compensation in kind.

#### **ART. 3 - OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF ACCIDENT**

In the event of a claim, the Insured Party must notify the Company by telephone and in writing in the manner prescribed for individual warranties. Failure to comply with this requirement may result in the total or partial loss of the right to compensation pursuant to Art. 1915 of the Italian Civil Code.

#### **Art. 4 - TERRITORIAL EXTENSION**

The insurance is valid in the country or group of countries where the travel takes place and where the Insured Party incurred the accident that entitled them to service.

#### **ART. 5 - CRITERIA FOR CLAIM SETTLEMENTS**

Payment of what is contractually due is made upon presentation of the duly received original notes, statements and receipts. At the request of the Insured Party, the Company will return the aforementioned originals, after having been stamped with the date of settlement and the amount paid.

If the Insured Party has submitted the original notes, statements and receipts to a third party for obtaining reimbursement, the Company will make payment of the amount due on the basis of this contract upon proof of actual costs incurred, minus amounts paid by the aforementioned third parties. Reimbursements will always be made in Euro.

The Company will reimburse the Insured Party, only after the complete submission of the requested documents needed to assess the claim.

#### **ART. 6 - DISPUTES**

The calculation of damages will be made by the Company in direct agreement between the parties or, failing that, as laid down by two assessors, one appointed by each party. In case of disagreement, they shall elect a third party. If either party fails to appoint its own assessor or if there is no agreement on the choice of the third assessor, the appointment will be made by the Chair of the Court in the jurisdiction in which the registered office of the Company is located. Each party shall bear the cost of their own assessor and half of those of the third assessor. Decisions are made by majority vote, dispensing with all legal formalities, and are binding on the parties which waive from this time the right to any appeal, except in cases of violence, fraud, error or breach of contractual agreements.

#### **ART. 7 - 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.

#### **ART. 8 - SUPPLEMENTARY DOCUMENTATION FOR CLAIM REPORTING**

In order to facilitate the settlement for damages, the Insured Party acknowledges and expressly grants Nobis Compagnia di Assicurazioni the right to request documents in addition to those specified in the single warranty/services.

Failure to produce these documents, concerning the particular case may lead to the total or partial forfeiture of the right to a reimbursement

#### **ART. 9): CONTRACTOR'S OBLIGATIONS**

The Contracting Party shall:

- offer this policy to all customers who purchase their own maritime ticket;
- provide, to all Insured Parties, on paper and before the contract is signed, the Insurance Conditions relating to this policy and its glossary;
- publish on their own site the summary of the insurance guarantees provided in this policy.

#### **ART. 10 - NON-PAYMENT OF THE PREMIUM, EVEN PARTIAL**

Where the Contractor does not pay the premium owing upon the signature of the contract or two or more successive premium installments within the agreed terms or does not match the variable portion of the variable premium in the manner and within the terms provided or does not make any communication regarding the Variable Data or does so in a qualitatively and quantitatively incomplete manner or with a delay in respect of the terms contractually provided, the Company will be entitled to declare by registered letter the suspension of the effects of the insurance coverage, (with the exception of the services indicated in the warranty "assistance to person", where provided) from the date of receipt of the communication, putting the Contractor into default and, in the event of such non-fulfillment within 15 days of receiving the aforementioned communication, declare the termination of the contract with the same terms, deeming the Contractor's conduct to be a serious breach of the obligations pursuant to art. 1455 et seq. of the cc, without prejudice to any other right also aimed at compensation for the damage suffered. The suspension and/or termination of the validity of this Contract is effective and valid for both the Contracting Party as well as for the Insured Party and the latter shall be duly informed by the Contracting Party of such circumstances, indemnifying the Company from any and all claims that may arise from the failure to comply with this obligation. In the event of failing to communicate the adjustable Variables Data or failing to pay the premium payment within the agreed terms, subject to the suspension of the warranty, it is expressly agreed that any claims which occurred during the time period of these adjustable failings shall not be eligible for compensation and/or paid out by the Company to the Contracting Party and/or the Insured Party. Likewise - when one of the events referred to in this article occurs and is not followed by an immediate and complete settlement of the Contracting Party's debt - the Company reserves the right to subsequently settle claims in proportion to those receipts actually registered.

#### **ART. 11 - EFFECTS AGAINST THE INSURED PARTY**

At the time of entering into the policy, the Contracting Party shall inform the Insured Party that the insurance warranty under this Contract will be suspended by the Company, in addition to the events provided for by current Italian Civil Code legislation, upon the occurrence of the situations referred to in Art. 1.14, i.e. for example, in the event that the Contracting Party does not communicate the Variables Data and/or does so in a qualitatively and quantitatively incomplete or delayed way with respect to the contractual terms, thereby allowing the Company, in the persistence of such failure, to declare the termination of the contract. Also, in the case of failure to pay the premium and/or the successive installments of the premium at the agreed monthly deadline or of the variable amounts due for payment by the Contracting Party and all cases in which the Contracting Party is in breach of their obligations under this contract. The Contracting Party also agrees to inform the Insured Party of the provisions of the last paragraph of the previous article and to indemnify the Company from and against any claim and/or grievance that may be received from the Insured Party.

## WHAT TO DO IN THE EVENT OF A CLAIM

### Support:

In the event of a claim, contact the Company's Operations Centre IMMEDIATELY, which operates 24 hours a day and 365 days a year, by calling the following toll-free number

**800 894152**

from abroad, you can contact the Operations centre by calling the number + **39/039/9890723** immediately communicating the following information:

- Name and Surname
- Policy number **6003000456/Y**
- Reason for the call
- Telephone number and/or address that can be used to contact you.

### Further safeguards

All claims must be reported using one of the following methods:

- **via the Internet** (following the relevant instructions in the "Denuncia On-Line" section of the site [www.nobis.it](http://www.nobis.it)).

All correspondence or documentation must be sent to:

**Nobis Compagnia di Assicurazioni S.p.A.  
Ufficio Sinistri (Claims Office)  
Vile Colleoni, 21 - Centro Colleoni  
20864 AGRATE BRIANZA (MB)**

According to the general rules and those governing each service, it is necessary to correctly specify the damage suffered and, in order to accelerate settlement times, the documentation indicated in each insurance benefit must be attached to the claim report and summarized below:

### **IN CASE OF ASSISTANCE TO PERSON**

- first aid certificate drawn up on the accident site showing the pathology, the prescriptions, the prognosis and the medical diagnosis and certifying the type and modalities of the illness and/or the accident suffered;
- Maritime ticket.

### **IN CASE OF MEDICAL EXPENSES**

- first aid certificate drawn up on the accident site showing the pathology, the prescriptions, the prognosis and the medical diagnosis and certifying the type and modalities of the illness and/or the accident suffered;
- in case of hospitalisation, a complete copy of the medical record;
- medical and original prescription of bills, invoices, receipts for expenses incurred;
- medical prescription for the possible purchase of medicines, with the original receipts of the drugs purchased.
- Maritime ticket.

### **IN CASE OF THEFT OR DAMAGE TO BAGGAGE**

- air ticket (together with baggage stamp);
- denounces with the approval of the Police Authority of the place where the event occurred, showing the circumstances of the accident and the list of stolen items, their value and the date of purchase; 15 of 18
- complaint presented to the carrier or the responsible hotelier;

- letter of complaint sent to the air carrier with the request for compensation, and the letter of reply from the carrier;
- invoices, receipts of goods purchased or lost (failing this, the list, date, place of purchase and their value);
- proof of costs for redesigning the identity documents if charged;
- repair invoices or declaration of irreparability of damaged goods written on headed paper by a dealer or a specialist in the sector.
- In case of non-delivery and / or damage to the entire baggage or part of it delivered to the air carrier, PIR (baggage irregularity report) made immediately at the airport office;
- Maritime ticket.

#### IN CASE OF TRAVEL CANCELLATION

- in the case of illness or accident, a medical certificate attesting to the date of the accident or the onset of the illness, the specific diagnosis and the days of prognosis;
- in the case of hospitalisation, a copy of the medical records;
- in the case of death, the death certificate;
- in the case of an accident to a vehicle, a copy of the CID jointly-agreed statement ('Constatazione Amichevole di Incidente') and/or the record from the police;
- copy of the ticket;
- Reservation and criminal account statement issued by the Contractor;
- receipts (deposit, balance, penalty) for payment of the trip;

#### IN CASE OF INJURIES

- place, day, time and cause of the accident;
- causes for the accident;
- medical certificates;
- any report from the authorities that intervened;
- the course of the injury must be certified by further medical documentation, until complete recovery or stabilisation of the consequences produced by the accident. The Company reserves the right to request any further documentation necessary for a proper assessment of the reimbursement request.

#### IMPORTANT NOTE

- It is always necessary to provide the Company with the originals of the repair invoices as well as the originals of any expenses incurred following the accident.

The Company reserves the right to request any further documentation necessary for a correct assessment of the reported claim. **Failure to produce these documents, concerning the particular case may lead to the total or partial forfeiture of the right to a reimbursement**

- It is necessary to notify the Company of any changes in the risk that may occur after finalising the contract.

**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 any claim, together with the documentation, the policy holder must send the Company the details of the current account they wish to have credited with the refund or compensation (account number, IBAN code).

#### 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 039/6890.432 - [reclami@nobis.it](mailto:reclami@nobis.it)

**in the event there is no reply, write to:**

IVASS – Servizio Tutela degli Utenti

Via del Quirinale, 21

00187 ROME (RM)

**Information folder Direct line Travel Mod. 6003 (ed. 2018-12) - Last updated 01/12/2018**

