

# **Travel Multi-Risk Comprehensive** Insurance Contract



This Dossier includes:
a) General Description, including definitions
b) Insurance Conditions
It shall be handed out to the contracting party before underwriting the contract.

BEFORE UNDERWRITING, PLEASE READ THE GENERAL DESCRIPTION CAREFULLY

## **GRUPPO NOBIS**

Nobis Compagnia di Assicurazioni S.p.A. - Sede Legale: Via Lanzo, 29 - Borgaro Torinese 10071 (TO) Direzione Generale: Via Paracelso, 14 - Agrate Brianza 20864 (MB) - Tel. 039.9890001 - Fax 039.9890694 - assicurazioni@nobis.it

#### HOW TO REQUEST ASSISTANCE

You must immediately contact the Company Alarm Center, which is open 24 hours a day: - from Italy, by calling the TOLL-FREE NUMBER 800.894123

- from foreign countries, by calling +39.9890.702

You will be asked to provide the following information:

- Full name
- Policy number
- Purpose of the call
- Policy holder's or insurer's contact details

Nobis has always been committed to giving its clients the best quality products and services. In order to do this, your help is precious: don't hesitate to send us your comments or suggestions, indicating which areas we should improve by writing to suggerimenti@nobis.it

#### GENERAL DESCRIPTION FOR INSURANCE CONTRACTS AGAINST LOSS OR DAMAGE

Filodiretto easy form Full 0115 (edited 01-2018) Last updated January 01st, 2018.

Pursuant to article 185 of the Legislative Decree of September, 17<sup>th</sup> 2005 no. 209 and in compliance with Isvap Regulation no. 35 of May, 26<sup>th</sup> 2010.

This General Description is prepared according to the layout outlined by ISVAP, but its content is not subject to any prior approval by ISVAP. Contracting party shall examine insurance conditions before taking out a policy. This contract, any annex thereof, and notifications during the period of the contract are written in Italian; contracting party shall be entitled to arrange the translation into a different becomes a conditional with the Comment. a different language, accordingly with the Company.

#### A) INFORMATION ABOUT THE INSURING COMPANY

1) General Information

Name, legal form and registered office of the company

The contract shall be entered with Nobis Compagnia di Assicurazioni S.p.A, parent company of Gruppo Nobis, registration number 052 in the Insurance Companies Register (Albo dei Gruppi Assicurativi), with registered office in Italy, 20864 Agrate Brianza (MB) Centro Direzionale Colleoni - Via Paracelso 14, tel.: +39-039-9890.001 e-mail: assicurazioni@nobis.it, pec nobisassicurazioni@pec.it. Any variation shall be promptly notified in written to contracting party by the company and available on the company's web site: www.nobis.it

#### Insurance License

Nobis Compagnia di Assicurazioni S.p.A. is duly licensed as insuring company pursuant to the Decree issued by the Minister of Industry, Trade and Crafts on October, 20th 1993 (Official Journal, Gazzetta Ufficiale, of November, 3rd 1993 no. 258). Registration number 1.00115 in the 1st Section of Business Register.

#### 2) Information About the Company's Assets

Information about the company's assets, as provided in Isvap Regulation no. 35 of May, 26<sup>th</sup> 2010, are reported in the special summary enclosed as annex to this Dossier. For any update regarding the assets and any variation in the provisions under this Dossier, please refer to the company's web site www.nobis.it.

#### **B) INFORMATION ABOUT THE CONTRACT**

The contract shall terminate at the date reported in the policy without any tacit renewal; no further notice is required.

Warning: for further details, please refer to the clause about Insurance Conditions "Period of the Contract" reporting the Provisions applicable to all guarantees.

#### 3) Insurance Cover - Limits and Exclusions

The contract presents a range of guarantees provided to protect travelers from harmful and unexpected events frequently occurring just before or during travels, such as the costs for penalties for travel cancellation, lost or stolen luggage, health-care and for medical return/transportation, including services to the individual and vehicles, guarantees for tort liability, legal protection, travel interruption, land and aviation accidents, passenger's accommodation and flight delay making the offer even more global. We would like to remind that insurance covers effectively purchased guarantees that shall be reported in the policy (in the so-called policy form), which is an essential condition for their effectiveness. condition for their effectiveness.

Warning: provided insurance covers are subject to limits and exclusions, or to conditions that may void the guarantees and therefore reduce or cancel the indemnity to be paid. For exclusions applicable to individual guarantees, please refer to the Article about Insurance Conditions "Exclusions and Limits Applicable to Individual Guarantees..." or, if any, to the Article "Exclusions and Limits Applying to General Guarantees" for further details.

Warning: the insurance contract provides the following application of franchises and/or fixed excess and/or limits of liability, which shall be defined hereinafter in the definitions under Insurance Conditions, to the extend reported in Insurance Conditions and in the policy form: Franchise: regard

- regardless of the amount of the damage to be indemnified suffered
- Franchise: regardless of the amount of the damage to be indemnified suffered by the insured party following an accident, a fixed amount shall be charged to the insured party (i.e.: Euro 70.00);
   Fixed excess: regardless of the amount of the damage to be indemnified suffered by the insured party following an accident, a fixed percentage shall be charged to the insured party (i.e.: 25% of the damage);
   Limit of liability: regardless of the amount of the damage to be indemnified suffered by the insured party following an accident and the indemnified suffered by the insured party following an accident the indemnified suffered by the insured party following an accident the indemnified suffered by the insured party following an accident the indemnified suffered by the insured party following an accident the indemnified suffered by the insured party following an accident the indemnified suffered by the insured party following an accident the indemnified suffered by the insured party following an accident the indemnified suffered by the insured party following an accident the indemnified suffered by the insured party following an accident the indemnified suffered by the insured party following an accident the indemnified suffered by the insured party following an accident the indemnified suffered by the insured party following an accident the indemnified suffered by the insured party following an accident the indemnified suffered by the insured party following and accident the indemnified suffered by the insured party following and accident the indemnified suffered by the insured party following and accident the indemnified suffered by the insured party following and accident the indemnified suffered by the insured party following and accident the indemnified suffered by the insured party following and accident the indemnified suffered by the insured party following and accident the indemnified suffered by the insured party following and accident the indemnified suffered by the insu
- by the insured party following an accident, the indemnity paid by the company shall not exceed the fixed amount (i.e.: Euro 5,000.00).

Warning: the contract, with reference to the guarantee "Accidents", provides a maximum limit of the insurable age, identifying as insurable individuals those who, at the date of the stipulation, are younger than 75; nevertheless, the insurance shall remain valid for individuals who were already insured. For further details, please refer to the Article about Insurance Conditions "Age Limits".

Warning: for travels that last longer than 3 consecutive months, the agreement provides for a maximum limit of insurable age, according to which – in connection exclusively with the grantees "Assistance to the person" "Medical Expenses" and "Accidents" identifying as insurable individuals those who, at the date of the stipulation, are younger than 75; nevertheless, the insurance shall remain valid for individuals who were already insured. For further details, please refer to the Article about Insurance Conditions "*Non insurable person*".

#### 4) Statement of the Insured Party about Risk Circumstances - Invalidity

Warning: should the contracting party/insured party make false or reticent statements about the risk circumstances rendered at the date of the stipulation of the contract, these could affect the performances rendered by the company. For further details, please refer to the Article about Insurance Conditions "Definition of Premium – Statements about Risk Circumstances".

#### 5) Risk Increase and Decrease

The contracting party/insured party shall notify in written by registered letter with acknowledgment of receipt any risk increase and decrease. For further details, please refer to the Article about Insurance Conditions "Definition of Premium – Statements about Risk Circumstances".

As an example, but not limited to, the following hypothesis concurring to risk variations may be identified: change of travel type or change of destination.

#### 6) Premium

To enter the contract, contracting party shall pay the first installment of the premium. The premium is always referred to insurance periods of one year, unless shorter periods are provided, and it shall be due in full even if the premium is divided in more installments. The company shall accept the payment of the premium carried out by bank transfer, bank draft, personal check, cash up to limits provided by the law and by Isvap Regulation no. 5, and by any other mean complying with legal provisions in force and accepted by the broker as authorized by the company.

#### 7) Recourses

Warning: the insurance contract may provide the right of recourse for the company, such as the possibility of the insurer to retaliate against the third party liable for the damage, after the payment of the damage. The insured party shall check further details in the Article about Insurance Conditions "Recourses".

#### 8) Right of Withdrawal

Warning: the insurance contract may assign the right of withdrawal to the insured party, to the company or to both of them. The insured party shall check the terms and conditions for exercising this right in the reference Article "Withdrawal in Case of Accident". For the contracts stipulated by the contracting party/insured party directly with the company without the support of a broker (the so-called direct sale), the insured party shall also check provisions under the Article "Right of Withdrawal".

9) Debarment and Forfeiture of the Rights Arising out of the Contract

Pursuant to article 2952 of the Italian Civil Code, the rights of the insured party (subject benefiting from the stipulation of the contract are ingred of the contract are forfeited two years after the day of the event which the right is based upon and/or after the day when the third party has claimed for damages to the insured party or has started any legal action

against him/her. We would like to remind to the contracting party/insured party to read the contract carefully before underwriting it.

#### 10) Applicable Law and Jurisdiction

The contract shall be regulated solely by Italian laws; nevertheless, the Parties shall be entitled – before underwriting the contract – to select another applicable legislation, within the limits provided by the application of domestic compulsory provisions and save the priority of special provisions of compulsory insurances defined by Italian regulations. Nobis Compagnia di Assicurazioni S.p.A. applies the Italian law to the contract to be underwritten.

Italian compulsory provisions shall be applied.

#### 11) Tax Regulations

Tax charges and any other legal charge referred to this contract shall be charged to the contracting party.

#### C) INFORMATION ABOUT PAYMENT PROCEDURES AND CLAIMS

#### 12) Accidents - Accident Payment

Warning: The Insurance contract may provide particular terms and conditions for the report of accidents, as defined in the section "What to Do in Case of Accident"; the non compliance with these terms may reduce or cancel the right to the indemnity, as defined in details in Articles "Obligations of the Insured Party" and "Report of Accident and Relevant Obligations". Warning: the time of the accident shall be identified:

- In the event of sickness: upon the identification of any variation to health conditions that may not be ascribed to accidents, as detected through suitable and applicable medical examinations:
- In the event of accident: upon the occurrence of a fortuitous event due to any fortuitous, violent or external cause producing body injuries that may be objectively detected.

The following evaluation about the possibility to indemnify the damage arising out of the accident shall remain unchanged. Please refer to Article "Damages Payment Criteria". We would like to focus the attention on the provisions under Article "Insured Capitals and Aggregation" (guarantee "Land Accidents") and "Aggregation Article" (insurance against accidents).

Furthermore, the insurance contract may provide any cost aimed at the definition of the damage for the insured party, for the company or for both of them. The insured party shall check details about payment procedures in reference Articles.

#### 13) Claims

Eventual claims pertaining to the contractual relationship or the management of personal injuries must be forwarded by the Client to the Nobis Compagnia di Assicurazioni S.p.A. Claims Office – Centro Direzionale Colleoni – Via Paracelso, 14 – 20864 – Agrate Brianza MB = Fax 039/6892199 = reclami@nobis.it.In the event that the claimant is unsatisfied with the result of the claim, or should a reply

not be provided within the maximum timeframe of 45 days, the claimant can contact IVASS, Servizio Tutela degli Utenti, Via del Quirinale, 21, – 00187 – Roma, using the proper form entitled "Attachment 2" (located on the website www.ivass.it, under the "Claims Guide," "How to Make a Claim" section), and attaching a copy of the documentation Vith regards to disputes relative to the quantification of services and the attribution

of liability, you are reminded that the exclusive jurisdiction of the Judicial Authorities is in effect, in addition to having recourse to the conciliatory authorities where they exist, including that which is provided for by Legislative Decree 28/2010 and subsequent modifications, and in accordance with the procedures indicated by the same. In order to resolve cross-border disagreements, it is possible to make a claim to IVASS or directly to the competent foreign authority by asking for the FIN-NET procedure to be activated.

#### 14) Arbitration

Warning: this insurance contract may provide - if expressly regulated by current provisions – the possibility for the insured party and/or for the company to have recourse to arbitration procedure for the settlement of any dispute arising out between the parties

Either parties shall be entitled to appeal directly to legal authorities to have their rights protected.

15) Warning in case of sales contract by means of distance communication

In case the contract provides for its termination using means of distance communication, the Contractor has the following rights:

- to choose to receive and to send the Information File and the documentation of 1. which under art. 10 par. 1 of the ISVAP (supervisory body for private insurance companies) Regulation n. 34 using papery support or any other durable support; to ask in any case and for free for the receipt of the above mentioned documentation
- on papery support and to change the means of distance communication
- to use, upon company's request to sign and transmit again the sent contract, at their choice papery support or any other durable support; З
- in case of distance contract through Call Center, of which the persons in charge are not employees of the company, to be contacted by the Person in charge of the coordination and control of the promotional activity and placing of assurance contracts done by the Call Center.

#### DEFINITIONS

In the following text the terms shall have the same meaning as assigned to them hereby:

SURGERY - any medical center or structure duly equipped and authorized to provide medical aids or examinations, as well as any consulting room legally authorized for individual doctors;

**INSURED PARTY** – any individual whose interest is protected by the insurance.

**INSURANCE** – the insurance contract:

ASSISTANCE - any prompt aid, both cash or in kind, provided to the insured party in difficulty after the occurrence of an accident;

AVERAGE - any damage to the luggage due to failure, collision, impact with steady or moving objects;

 ${\rm LUGGAGE}$  – any clothes, personal hygiene items, photographic and video equipment, radio-TV sets and electronic devices, suitcases, bags, rucksack that may contain them and that the insured party carries with him/her during the travel;

**OPERATION HEADQUARTERS –** the company's structure composed of technicians and operators, working 24/7, replying by phone to the requests of the insured party, arranging and providing assistance;

CONTRACTING PARTY - any natural or legal person who stipulates the insurance contract:

TRAVELLING COMPANION - Any insured person who, even not related to the insured party who had the accident, is regularly participating to the same travel as the insured party;

DAY HOSPITAL - any one-day admission to hospital;

**RESIDENCE** – any place, even temporary, where the insured party lives;

PERIOD (OF THE CONTRACT) - the period of validity of the insurance contract selected by the insured party;

EUROPE AND MEDITERRANEAN - any European and Mediterranean country, Russian Federation excluded;

ABROAD - any other country than Italy as defined hereinafter;

FAMILY MEMBER - spouses/partners living together more uxorio, parents, brothers, sisters, children, parents-in-law, brothers-in-law, sisters-in-law, grandparents, uncles, aunts, nieces and nephews up to the 3rd degree of kinship;

TURNOVER - any total amount billed by the Contracting party during the period of the policy;

FRANCHISE - any fixed amount charged to the insured party for any accident;

THEFT - any crime under article 624 of the Italian Civil Code, committed by anyone who takes possession of the personal property of any third party, stealing it from the owner, in order to make profit for him/herself or for any third party;

FAILURE - any damage suffered from any vehicle and due to wear-and-tear, defect,

failure, non functioning of its components (excepting any intervention of ordinary maintenance) that prevents the insured party from making a regular use of the vehicle;

COMPANY - Nobis Compagnia di Assicurazioni S.p.A.;

FIRE - any combustion with flames;

ACCIDENT - any event, occurred to any vehicle, arising out of a fortuitous circumstance, malpractice, negligence, non compliance with provisions and regulations, connected with road circulation, as defined by the law, damaging the vehicle and preventing its regular use:

**INDEMNITY** – any amount due by the company in case of accident covered by the policy guarantees;

 $\begin{array}{l} \textbf{ACCIDENT} - \textit{any event due to a fortuitous, violent or external cause, producing body injuries - that may be objectively detected - resulting in death, permanent disability or \\ \end{array}$ temporary partial or total inability;

**SURGICAL OPERATION** – any medical operation carried out in an operating room of a hospital or surgery equipped as required, which is based on a surgery of issues using sources of mechanic, thermal or light energy. For insurance purposes, it includes also any bloodless setting of fractures and dislocations;

PERMANENT DISABILITY - any definitive partial or total loss, due to accidents of the ability of the insured party to carry out any work, regardless of its job;

**HOSPITAL** – any hospital, nursing home, university hospital duly authorized – as per legal requirements by relevant authorities – to provide hospital assistance. Spas, convalescence homes, centers providing beauty or dietary advice are excluded;

ITALY - the territory of Italian Republic, the Vatican City and the Republic of San Marino:

SICKNESS - any variation in health conditions that does not depend on an accident;

 $\mbox{PRE-EXISTING DISEASE}$  – any disease that is directly due to pathological situations arisen before the stipulation of the policy;

 $\label{eq:limit_of_limit} \textbf{LIABILITY} \ \textbf{-} \ \textbf{any} \ \textbf{maximum} \ \textbf{amount} \ \textbf{paid} \ \textbf{by} \ \textbf{the company} \ \textbf{for any} \ \textbf{accident}$ covered by the insurance:

MEDICINES - any medicine included in the official Italian List of Medicines. Therefore, they do not include over-the-counter, homeopathic, cosmetic, dietary, galenical products, even if prescribed by a doctor;

WORLD AND RUSSIAN FEDERATION - all the countries of the world, excepting US and Canada;

WORLD - including United States and Canada - all the countries of the world including United States and Canada

FAMILY UNIT - the spouse/partner and the children living with the insured party;

POLICY - any document certifying the insurance;

**PREMIUM** – any amount due by the Contracting party to the company;

 $\mbox{ROBBERY}$  – any misappropriation of personal property from the owner, using violence or threatening the owner him/herself;

OFFICIAL RESIDENCE - any place where the natural or legal person is officially resident, as per the registry;

HOSPITALIZATION - any period, over-night stay included, in hospital;

**RISK** – any probability that the harmful event covered by the insurance occurs;

**FIXED EXCESS** – the part of damage to be indemnified according to the policy charged to the insured party for any accident;

TOURISTIC SERVICES - any flight, hotel accommodation, transfer, rental, etc. sold by Contracting party to the insured party;

ACCIDENT - any occurrence of any fact or harmful event as covered by the insurance; EXPENSES OF THE LOSING PARTY - any expense that the losing party has to pay to the winning party of a proceeding;

GROSS RATE - any multiplier to be applied to the turnover of the Contracting party used to define the definitive premium;

THIRD PARTY - it usually does not include: a) the spouse, the parents, the children of the insured party nor any other relative or similar person living with him/her as reported at the registry; b) any employee of the insured party having an accident during work activities:

US, CANADA AND REST OF THE WORLD - any country of the world including US and Canada;

DIRECT SALE - any contract stipulated by the contracting party/insured party directly with the company, on the web site www.nobis.it, without the support of any broker

VEHICLE - any mechanic mean of transport driven by the insured party, operated by an engine and running on roads, public and private areas.

**TRAVEL/LEASE** – any transfer and/or stay for touristic, educational or business purposes of the insured party as organized by the contracting party; any travel/lease starts after the check-in (by plane), after the entrance in the hotel/apartment (should the stay be provided only), after the embarking (by ship or ferry-boat), after the sitting in a carriage (by train).

#### Nobis Compagnia di Assicurazioni S.p.A. is responsible for the truthfulness and of the completeness of the information reported in this General Description.

The Legal Proxy Dott. Giorgio Introvigne

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#### FILODIRETTO EASY INSURANCE CONDITIONS

## FILODIRETTO EASY Insurance conditions form Full 0115 edited (01-2018) Last updated January 01st, 2018

#### SECTION 1 - MEDICAL EXPENSES

This guarantee is valid and effective only if reported in the policy form and the relevant premium has been paid.

### Article 1.1 – Scope of the Insurance

Within the limits of liability provided for the insured party as reported in the policy form, any medical expense duly detected and supplied with documentary evidence suffered by the insured party during the travel for urgent and non deferrable care or operations, resulting from accident or sickness, arising out during the period of the guarantee shall be reimbursed.

The guarantee includes:

Any expense for stays in hospital;

- Any expense for surgical operations and doctor's fees arising out of sickness or accident; Any expense for outpatient medical examinations, diagnostic tests and clinical tests
- (provided that they refer to the sickness or accident reported) within the limit of € 1.500.00
- Any expense for the medicines prescribed by the local doctor (provided that they refer to the sickness or accident reported) within the limit of  $\in 1.000,00$ Medical expenses incurred on board a ship within the limit of  $\in 800,00$ Any expense for urgent dental care, due to accident, up to  $\in 200.00$  per insured party;
- Any expense of transport from the place of the accident to the closest hospital, up to € 5.000.00.

In case of hospitalization or in case of day hospital due to accident or sickness subject to indemnity pursuant to the policy, the operation headquarters, upon the request of the

insured party, shall proceed with the direct payment of medical expenses. In cases where the Company cannot make a direct payment, the costs will be reimbursed under the terms of the policy as long as they are authorised by the Operations Centre that

was previously contacted Nevertheless, the insured party shall be charged, and proceed with the direct payment on site, with any amount exceeding the limits of liability provided in the policy and any relevant

franchises. For amounts exceeding  $\in$  1,000.00 the prior authorization by the operative headquarters is

required and the insured party is responsible for its issue. Any medical expense met in Italy due to the sole accidents occurred during the travel shall be reimbursed up to  $\in$  1,000.00, provided that they are met within 30 days from the date

In the coverage are always included expenses for organized medical transfers pursuant to art. 2.6 and re-transfer of the convalescent traveler according to art. 2.11.

Article 1.2 – Franchise and Fixed Excess To each accident a fixed franchise of  $\in$  70.00 shall be applied; such franchise shall be charged to the insured party, except in cases of hospitalization and day hospital for which no deductible will be applied

To each accident with amounts exceeding  $\in$  1,000.00 in case of non authorization by the operative headquarters, a fixed excess corresponding to 25% of the amount to be

The operator is a second provide the second provid transfer or credit card.

#### Article 1.3 – Special Exclusions and Limits Applicable to Guarantees for Medical Expenses

In addition to exclusions under Provisions applicable to guarantees, any expense for dental, physiotherapeutic, nursing, spa, slimming cares and for the elimination of congenital physical defects are excluded, as well as any expense for glasses, contact lenses, prosthesis and therapeutic devices, beauty operations or applications. The insurance does not cover voluntary abortions, nor therapies or services for fertility and/or sterility and/or impotence. Should the insured party fail in reporting to the operation headquarters the hospitalization (including day hospitals) or services supplied by emergency rooms, any relevant expense is excluded;

Should the insured party want to have recourse to hospitals or doctors that are not included in the Network Agreed by the company, the maximum amount payable by Nobis Compagnia di Assicurazioni S.p.A. shall not exceed the amount of  $\in$  300,000.00, provided the limits of

liability as reported in the policy. Within the limits of liability as reported in the policy, for individuals resident in Italy and whose travel destination is Italy, the company shall reimburse to the insured party any medical expense met and resulting from accident.

In Italy, should the insured party have recourse to the National Health System, the guarantee shall refer to any expense or exceeding expense charged to the insured party. Coverage for Medical Expenses applies for a period not exceeding 110 days of hospitalisation.

### SECTION 2 - ASSISTANCE TO THE PERSON AND TO THE VEHICLE

This guarantee is valid and effective only if reported in the policy form and the relevant premium has been paid. Service activities reported in the guarantee for Assistance to the person are offered free of charge.

#### Article 2.1 – Scope of the Insurance

Article 2.1 – Scope or the insurance The company undertakes to set at the immediate disposal of the insured party – within the terms provided in the policy and through the staff and equipment of the operative Headquarters – the services under the insurance if the insured party runs into difficulties because of the occurrence of sicknesss, accidents or fortuitous events. The support provided may consist of cash or kind.

#### Article 2.2 - Medical Consultancy Rendered by Phone

If, due to sicknesss or accidents, the health conditions of the insured party were to be assessed, the company shall set at disposal the medical service of the operative headquarters, which shall arrange the examinations required for the first medical emeraency.

### Article 2.3 - Availability of a Doctor in Italy in case of Emergency

Article 2.3 – Availability of a Doctor in Italy in case of Emergency Should the insured party, travelling in Italy, need a doctor and could not find any, the company – through its operation Headquarters – shall set at disposal of the insured party its service of medical assistance at night (from 8 pm to 8 am) and 24/24 on Saturdays and holidays; this service ensures the availability of general practitioners, ready to intervene upon request. After the operation headquarters have been contacted and following a first diagnostic examination carried out by the internal doctor, the company shall send the doctor required free of charge.

Should no doctor be promptly available and circumstances require one, the company shall arrange and pay for the transfer of the insured party to an emergency room by ambulance

#### Article 2.4 - Suggestion of a Doctor Abroad

If, after any medical consultancy (please refer to "Medical Consultancy Rendered by Phone") the insured party needs a medical examination, the operation Headquarters shall suggest a doctor – if any – in the area of the insured party.

Article 2.5 - Monitoring of the Hospitalization Should the insured party be hospitalized, the medical service of the operation Headquarters shall be at disposal, as reference, for any communication and update on the course of the illness to be notified to the family members of the insured party.

Article 2.6 - Organized Medical Transport The medical service of the operative Headquarters, following any sickness or accident occurred to the insured party and implying infirmity or injuries that may not be treated on site or preventing the continuation of the travel and/or of the stay, after consulting the local doctor and if necessary/possible the general practitioner of the insured party, shall arrange – upon delivery to the Company of medical records released on-site stating the nature of the disease – the medical transport/return. According to the seriousness of health conditions, the insured party shall be transferred to the most suitable medical center or transferred to its residence. The medical service of the operative headquarters shall decide how to arrange the medical transport; the following means may be used: - medical aircraft – passenger aircraft – sleeping car – 1<sup>st</sup> class berth – ambulance – other means as deemed suitable.

According to health conditions, the transport may be followed by doctors and/or

According to health conditions, the transport may be followed by doctors and/or paramedics of the operative headquarters. The return from non European countries (such as any country outside Continental Europe, including overseas possessions, territories and districts), excepting Mediterranean countries, shall be carried out using solely passenger aircrafts. No medical service shall be rendered if the insured party or his/her family members decide to quit the hospital despite the adverse advice of the medical staff of the center where the insured party is admitted. the insured party is admitted.

Article 2.7 - Return of Family Members or Travelling Companion In case of medical transport of the insured party, of the corpse or return of the convalescent, the operation Headquarters shall arrange and the company shall take care of the return of family members only if insured (flight in economy class or by train in 1st class) and of one travelling companion. The service shall be rendered solely if the insured party may not use his/her tickets.

Article 2.8 – Transport of the Corpse In case of death of the insured party during the travel and/or stay, the operation Headquarters shall arrange the transport of the corpse, carry out any formality required and paying any expense required and essential (after-death treatment, documents for the transport of the coffin), until the place of burial in the country of residence of the insured party. The guarantee does not include the expenses for the research, funeral, burial and possible recovery of the corpse.

#### Article 2.9 - Travel of a Family Member in case of Hospitalization

Should the insured party hospitalization for more than 10 days, the operation Headquarters and the company shall pay the travel (two-way ticket for flight in economy class or 1st class by train) as well as accommodation expenses up to the daily limit of  $\notin$  100.00 and for maximum 10 days for one family member. The service shall be rendered solely if no adult family member is already present on site.

Article 2.10 – Assistance to minors If, due to sickness of accident, the insured party could not take care of his/her under-age children travelling with him/her, the operation Headquarters shall set at disposal of a family member or of any other person as nominated by the insured party or by the spouse, a two-way ticket for a flight in economy class or by train in 1st class, to reach the minors and take them home.

The service shall be rendered solely if no adult family member is already present on site.

#### Article 2.11 - Return of the Convalescent Traveler

Should the health conditions of the insured party prevent him/her from returning to his/ her residence using the means as defined in the beginning, the operation headquarters shall arrange and the company – upon delivery to the Company of medical records released on-site stating the nature of the disease – shall pay the expenses for a return ticket (for a flight in economy class or by train in 1<sup>st</sup> class). The service shall be rendered solely if the insured party may not use his/her tickets.

Article 2.12 – Extension of the Stay The operation headquarters shall arrange for the insured party, the family members or the travelling companion, if insured, the extended overnight stay due to sickness or accident of the insured party, as demonstrated by a regular medical report and the company shall pay the expenses for the overnight stay for maximum 10 days and anyway up to a daily limit of € 100.00.

#### Article 2.13 - Urgent Dispatch of Medicines Abroad

The operation Headquarters shall arrange, if reasonably possible and in compliance with provisions about the transport of medicines and solely following a fortuitous event, accident or sickness, the dispatch of the medicines as required for the continuation of the ongoing therapy if the insured party could not be provided with these or equivalent medicines. In any case the cost of these medicines shall be charged to the insured party.

#### Article 2.14 – Availability of an Interpreter Abroad

If necessary and following hospitalization of the insured party abroad or legal proceedings for facts without malice aforethought against the insured party, the operation Headquarters shall set at disposal an interpreter – only in countries where its correspondents are present – and the company shall pay the relevant fees up to €1,000.00.

Article 2.15 – Advance Payment of First Aid Expenses Should the insured party meet unexpected expenses due to particularly serious events as demonstrated, the operation Headquarters shall proceed with the "on site" payment of invoices or with an advance of money to the insured party up to  $\in$  8,000.00 if an adequate guarantee able to cover the loan is provided by any third party at home.

Article 2.16 – Early Return The operation Headquarters shall arrange and the company shall pay the cost of the

ticket for the early return of the insured party (flight in economy class or by train in  $1^{\rm st}$  class) to his/her residence, due to the death or imminent danger for life in the country of residence of one of the following family members: spouse, child, brother/ sister, parent, parent-in-law, brother-in-law, sister-in-law, grandparent, uncle, aunt, niece and nephew up to the 3<sup>rd</sup> degree of kinship. If it is not possible to effect an immediate assessment of the case, so they can verify the

existence of an imminent life-threatening situation, the Company reserves the right to refund the costs of travel expenses after verifying the documentation submitted by the Insured Party who claims the case falls within the policy coverage.

The service is effective for any such material damage to the first or holiday home, to the office or to the company of the insured party requiring his/her presence. Should the insured party have to leave the vehicle and return home early, the company shall set at his/her disposal a plane or train ticket to go and retrieve the vehicle afterwards. The service shall be rendered solely if the insured party may not use his/her tickets.

#### Article 2.17 – Telephone/Telegraph Expenses

The company shall pay any evidenced expenses as required to contact the operation headquarters up to  $\in$  100.00.

Article 2.18 – Notification of Urgent Messages Should the insured party in difficulties be prevented from sending urgent messages to persons, the operation Headquarters shall arrange the notification of these messages.

#### Article 2.19 - Expenses For Aid, Research And Retrieval

In case of accident or sickness, expenses for research and aid are guaranteed up to  $\in$  1,500.00 per person, provided that researches are carried out by an official organization.

#### Article 2.20 – Advance Payment of Criminal Bail Abroad

The company shall proceed with the advance payment abroad of any criminal bail as required by local authorities to release the insured party provisionally up to  $\in$  25,000.00. As this amount merely represents an advance payment, the insured party shall nominate a person who shall concomitantly set at disposal that same amount on the bank account of the company. Should the bail be reimbursed by local authorities, it shall be promptly returned to the company, that shall release the above-mentioned bond. This guarantee is not valid for facts connected with drug traffic or trade, nor for the participation of the insured party to political demonstrations.

### For travels in Europe, the company shall arrange the services under the following Articles – provided for failure or accident to the vehicle – through the operation Headquarters; it is understood that any expense for the vehicle repair (due to failure and/or accident and/or theft) shall always be charged to the insured party.

#### Article 2.21 -Road Service and Tow

Should the vehicle stop for a failure or accident, the operation Headquarters shall send 24/24 - and the company shall pay the relevant expenses - a rescue truck that shall source of the rearest service center of the manufacturer or to the closest car service or that take care of small repairs to the vehicle – if possible – on site so that it may run autonomously. The cost of any spare part used to repair the car on site and any

other expense for repair shall be charged to the insured party. Furthermore, the cost for the rescue service shall be charged to the insured party if the failure or accident occur outside the public road network or in equivalent areas (off-

Should the vehicle stop on a highway in Italy, the insured party shall call the authorized rescue service and communicate it by phone to the operation headquarters. This communication is compulsory for the reimbursement of the cost for the rescue service by the operation headquarters upon the receipt of the bill issued by the authorized réscue service.

#### Article 2.22 - Dispatch of Spare Parts

The operation Headquarters shall arrange the research and the dispatch of spare parts as required for the repair of the vehicle, should they not be available where the failure or accident have occurred. In case of air freight, the spare parts shall be dispatched to the closest airport to the place where the vehicle is. Anyway the expenses for the purchase of the spare parts and customs charges shall be charged to the insured party.

#### Article 2.23 – Expenses for Accommodation

Should the vehicle stop for a failure or accident and the repair may take place only the day after, or should the vehicle be stolen and passengers have to remain far from home, the company shall pay the expenses for a B&B accommodation for all the passengers of the vehicle up to € 100,00 per person. Any other expense than the ones mentioned above shall be charged to the insured party.

# Article 2.24 – Special Exclusions and Limits Applicable to Guarantees for Assistance to the Person and to the Vehicle In addition to exclusions under Provisions applicable to guarantees, the company shall

not cover the expenses met by the insured party without the prior authorization by the

operation headquarters. Should one or more services not be rendered to the insured party, the company shall not indemnify the insured party for the non rendered services, nor supply any alternative services as set-off.

The company shall not pay any reimbursement or indemnity as set-off for the services arranged by other insurance companies or institutions or that have not been previously requested to the operation headquarters or arranged by these. The reimbursement shall be paid (up to the limits provided in this contract) if the operation headquarters, after been contacted, has duly authorized the insured party to arrange him/herself the services of assistance; in this case, the original documents supporting the expenses met by the insured party for the services rendered shall be received by the operation headquarters.

Any infectious disease, should the intervention of assistance be prevented by international health provisions, is excluded. The services of assistance for vehicle do not apply to:

- Any vehicle registered for the first time since more than 8 years; Any vehicle exceeding 3.5 tons; Any non land vehicle that is not duly registered;

- Any rented, leased vehicle or the ones used for public transport; Any authorized vehicle transporting more than nine passengers; Any vehicle transporting more passengers than provided in the registration document.

### Article 2.25 - Responsibility

The company shall not be responsible for any delay or event preventing the rendering

of the services of assistance in case of events already excluded pursuant to General and Special Conditions due to: - any order issued by local authorities preventing the rendering of these services;

any fortuitous or unexpected event;
 any cause of force majeure.

### Article 2.26 – Ticket Return

The insured party shall return non used tickets to the company once the services have been rendered.

#### SECTION 3 - LUGGAGE

This guarantee is valid and effective only if reported in the policy form and the relevant premium has been paid.

#### Article 3.1 – Scope of the Insurance

- Within the limits of liability provided in the policy, the insurance covers:
   The luggage of the insured party against the risks of fire, theft, bag-snatching,
- robbery, loss, failure and non return by the carrier. Within the above-mentioned limits of liability, but still up to  $\in$  300.00 per person, the reimbursement of the expenses for the remaking/duplication of the passport, identity card and driving license and/or nautical license due to the above-mentioned
- events; Within the above-mentioned limits of liability, but still up to  $\in$  300.00 per person, the reimbursement of the expenses for the purchase as supported by documents of indispensable clothes and personal items met by the insured party due to the total theft of the luggage or to its late return by the carrier (at least 12 hours after the arrival of the insured party at destination).

# Article 3.2 – Special Exclusions and limits Applicable to Guarantees for Luggage In addition to exclusions under Provisions applicable to guarantees, the company shall

 a) fraud, offense, negligence of the insured party, as well as carelessness;
 b) insufficient or inadequate packaging, ordinary wear-and-tear, manufacturing defects and climate adverse circumstances;
 c) any break or damage to the luggage unless due to theft, robbery, bag-snatching or orward we have adverse circumstances; caused by the carrier;

d) theft of the luggage from the vehicle that is not duly locked or theft of the luggage placed on motor-cycles or on external parcel grids. Any theft of luggage from 8 pm to 7 am is excluded unless vehicles are duly locked and parked in guarded parking places; e) money, credit cards, checks, instruments and collections, set of samples, documents, plane tickets and any other kind of tickets;

jewels, gems, furs and any other valuable item left unguarded;

g) goods purchased during the travel without regular supporting evidence of payment (invoice, bill, etc.). h) goods - other than clothes, cases, bags and rucksacks - that have been given to any

carrier, air carrier included; Save the insured amounts and the maximum coverage of € 300.00 per item, the

reimbursement shall be limited to 50% for jewels, gems, watches, furs and any other valuable item, photo-video equipment, radio-TV sets and electronic devices. Photographic equipment (such as lenses, filters, flashes, batteries, etc.) are considered as just one single item.

#### Article 3.3 - Criteria for Reimbursement

Any reimbursement shall be settled, as integration of the amount reimbursed by the air or the basis of the value of the new items with reference to the goods purchased during the three months before the damage (suitable evidence of the guods burchased during or bill, shall be provided), otherwise the reimbursement shall consider the deterioration and the effective conditions of items. As far the goods purchased during the travel are concerned, they shall be reimbursed only upon the submission of adequate evidence of the purchase as provided by the insured party.

#### Article 3.4 - Obligations of the Insured Party in case of Accident

The insured party shall not be entitled to any indemnity if he/she does not report the event producing the damage to the relevant authorities; the original copy of the report shall be issued to the insured party. For all the damages occurred during the flight, the report (P.I.R. - PROPERTY IRREGULARITY REPORT) shall be submitted to the special airport office. Furthermore, the insured party shall submit a prior request of indemnity to the air carrier and notify to the company the original letter of reply by the carrier. The company shall proceed with the reimbursement to the insured party only after the complete documentation as required for the damages evaluation has been provided.

#### SECTION 4 - TRAVEL CANCELLATION

This guarantee is valid and effective only if reported in the policy form and the relevant premium has been paid.

#### Article 4.1 – Scope of the Insurance

On the basis of the conditions under this policy, the company shall indemnify the insured party and one single travelling companion – provided that he/she is insured and registered for the same travel – the amount due for the cancellation of touristic services, as defined pursuant to General Conditions of Contract, which may arise out of circumstances unforeseen upon the reservation of the travel or of touristic services; such circumstances shall be due to:

- 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 3rd 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 reach the selected destination due to hijacking;
- Impossibility to start the travel due to variation in dates of: school examinations, qualifying examinations or competitive state examinations; Impossibility to start the travel if within 7 days from the departure, the insured party
- has his/her pet lost or stolen (duly registered cat or dog) or subject to any life-saving surgical operation due to accident or sickness of the pet. 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.

#### Article 4.2 – Limits of Liability, Fixed Excess, Franchises

The insurance covers up to the full cost of travel within the liability limit per Insured Party indicated in the insurance schedule.

Covered costs, provided they have been aggregated in the overall insured trip costs, include handling charges, agency fees, fuel cost adjustments already envisaged at the date the policy was issued (provided they are manifest in the reservation statement) and visa fees. Airport taxes are always excluded. Compensation will be paid subject to deductions for the following unsecured risks: - 25% to be calculated on the penalty applied with a minimum of  $\in$  50.00 in cases

- where the penalty is 100%; 15% to be calculated on the applied penalty with a minimum of  $\in$  50.00 for all other cases.
- Unsecured risk does not apply in cases of death or hospitalisation.

For policies issued after the reservation date, the unsecured risk amount is 25% for anv cause

Article 4.3 – Obligations of the Insured Party in case of Accident The insured party or any of his/her assignees shall promptly report the accident within the day after the occurrence of the event (meaning as such the occurrence of causes producing the travel cancellation), contacting the toll-free number 800.894124 OR NUMBER 039.9890.703, which operate 24/24, or report the accident on-line on the website www.nobis.it under section "On-Line Report" and following the relevant instructions

The insured party shall also notify any cancellation of the travel or of touristic services purchased from the Tour Operator and/or from the Travel Agent where the reservation has been carried out.

has been carried out. Should the insured party have to renounce the travel due to sickness or accident, without hospitalization, the operation Headquarters shall dispatch – with the consent of the insured party – its doctor, who shall check that the health conditions of the insured party really prevent him/her from starting the travel and whose medical report shall start the procedure for the payment of damages. This service shall be rendered free of charge and the reimbursement shall be carried out applying the fixed excess under Article 4.2.

The company, upon the above-mentioned request by the insured party, shall be entitled not to dispatch its doctor; in this case the procedure for the payment of damages shall be started directly by the doctor of the operation headquarters. Also in this case, the reimbursement shall be carried out applying the fixed excess under Article 4.2

Should the insured party not allow the company to dispatch its doctor, free of charge, who shall check that the health conditions of the insured party really prevent him/her from starting the travel, and/or should he/she not report the accident within the day after the accident (on the internet or by telephone), the fixed excess charged to the insured party shall amount to 30%; no fixed excess shall be charged in case of death or hospitalization.

The insured party shall allow the company to investigate and to assess the circumstances causing the accident and he/she shall give to the company all the relevant documents releasing – for this purpose –from their professional secrecy the doctors who have visited and cared him/her and who have been appointed to examine the accident itself. Should these obligations not be met and/or should the doctor of the company confirm that the health conditions of the insured party are not so bad to prevent him/her from starting the travel and/or should the insured party not submit the documents required by the company to evaluate the request of reimbursement, the indemnity may be reduced or cancelled.

<u>WARNING</u>: The indemnity due to the insured party corresponds to the amount of the penalty (such as the amount of the penalty as provided by the travel contract for any travel cancellation), calculated at the date of the occurrence of the event or of the circumstances that have prevented the insured party from starting the travel. Any higher penalty applied by the Tour Operator resulting from the late notification by the insured party of the travel cancellation shall be charged to the insured party.

Article 4.4 – Commitment of the Company Should the insured party report the accident by telephone within the day after the occurrence of the event, the company shall pay the damages within 45 days from the date of the report, provided that the whole complete documentation is received within

the 15th day after the date of the report. If – for any reason due to Nobis Compagnia di Assicurazioni S.p.A. – this payment is carried out after 45 days, the insured party shall receive the legal interests accrued on the amount to be paid.

#### Article 4.5 - Right of Succession

For any travel cancellation under Article 4.1 – Scope of the Insurance, subject to a penalty higher than 50%, the insured party hereby explicitly agrees that the proprietorship and any right thereof shall be transferred to the company that shall be entitled to sell it and keep any relevant profit; the insured party shall not be entitled to any reimbursement arising out of such sale.

#### Article 4.6 - Passenger's Accommodation

The company shall reimburse to the insured party 60%, up to  $\in$  500.00 per person and  $\in$  1,500.00 per event), of any higher cost due to the purchase of new tickets (plane, ship or train tickets), instead of the ones that could not be used by the insured party because of his/her late arrival at the point of departure due to one of the unforeseen causes or events under Article 4.1 – Scope of the Insurance of the guarantee for travel cancellation and provided that purchased tickets are used to benefit from the services previously reserved.

# Article 4.7 – Special Exclusions and limits applicable to Guarantees For Passenger's Accommodation The guarantee shall not be effective if the insured party decides to renounce the travel

and to activate the guarantee for Travel Cancellation.

#### Article 4.8 – Travel Interruption

The company shall reimburse, up to  $\in$  5,000.00, to the insured party, his/her family members and to one travelling companion, provided that they are insured and registered for the same travel, an amount corresponding to the proportional cost of the stay that was not enjoyed by the insured party because of one of the following events:

- a) Use of services "Organized Medical Transport", "Transport of the Corpse" and "Early Return" that cause the return of the insured party to his/her residence;
  b) Death or hospitalization for more than 5 days of a family member of the insured
- party; c) Death or hospitalization for more than 24 hours of the insured party.

#### **SECTION 5 - ACCIDENTS**

This guarantee is effective and applicable only if reported in the policy form and the relevant premium has been paid.

#### Article 5.1 - Scope of the Insurance

The company shall pay the reimbursement corresponding to the insured limits of liability as reported in the policy form if the insured party suffers – during the period of the guarantee – any damage due to direct, exclusive and objectively detected consequences of the accident causing, within one year:

His/her death: or His/her permanent disability.

The insurance is valid also for accidents that the Insured Person experiences as passenger of scheduled and charter flights (with exclusion of private planes), starting from the embarkation on an airplane to the moment of disembarkation that cause objectively certifiable physical injuries, which have as consequence death or permanent invalidity. The coverage is valid also for accidents resulting from aggressions or violent actions with political or social grounds, for example attacks, piracy, sabotage, terrorism, provided that they are not consequence of a war, even if declared, an insurrection or riots.

Article 5.2 – Age Limits Any individual who, at the date of the stipulation of the policy, is not 75 yet may be insured; the insurance remains effective for individuals who were already insured.

### Article 5.3 – Insured Capitals and Aggregation

The assests insured limits of liability per insured party are the ones reported in the policy form. Guarantees are applicable in case of:

- Death: or

Death, or
 Permanent disability.
 These reimbursements may not be aggregated; in particular, should the company reimburse to the insured party a permanent disability due to accident and then the insured party dies for this same reason, the further indemnity shall cover the difference up to the limit of liability.

It is agreed that if an event involves more insured parties of the company, the maximum amount payable by the company itself shall not exceed the amount of  $\notin$  300,000.00 per policy and per event. In case the total insured assets exceed the abovementioned imits, compensations owed to the Assured persons shall be reduced proportionally.

Article 5.4 – Report of the Accident and Relevant Obligations Any accident shall be reported by the contracting party or by the insured party to the company, as soon as reasonably possible, by contacting the operation Headquarters by telephone.

The insured party shall notify in written a report to the broker responsible for his/ her policy or to the company within days from the moment when he/she has been acquainted with the event pursuant to article 1913 of the Italian Civil Code. The report of the accident shall enclose a medical report and mention the place, date and time of the accident, as well as a detailed description of its occurrence. The course of injuries shall be supported by further medical reports. The insured party or, in case of his/her death, any assignee shall allow the company to investigate, evaluate and assess any circumstance as required.

#### Article 5.5 - Renunciation of the Right of Recourse

The company renounces its right of recourse under article 1916 of the Italian Civil Code with respect to third parties who are responsible for the accident.

### Article 5.6 - Special Exclusions and limits applicable to Guarantees For Accidents In addition to exclusions provided by General Conditions, the guarantee is not effective

for the accidents arising out of: a) Drive of vehicles or ships that are not for private use and for which the insured party does not have any special license as required; b) Drive or use, even as passenger, of air or underwater means of transport.

#### Article 5.7 - Damage Payment Criteria In case of death:

in case of accident, whose indemnity is provided by the policy, the company shall pay the insured amount to the assignees or, failing any assignment, to legal or testamentary heirs. The insured amount shall be paid provided that the death occurs within one year from the accident, even if the police has already expired. Presumed death:

should the corpse of the insured party not be found and relevant authorities state his/her presumed death, the company shall proceed with the payment of the insured amount as provided for death. Permanent disability:

rermanent disability: in case of accident, whose indemnity is provided by the policy, the company pays the percentage of the insured limit of liability provided for permanent disability, according to the degree of permanent disability assessed in compliance with the table of disability percentage enclosed to the Presidential Decree no. 1124 of June, 30th 1965 as amended, applicable to "Industry"; the company renounces the application of the franchise provided and it is agreed that the reimbursement shall apply to the capital and not to the income.

#### Article 5.8 - Franchise for Permanent Disability

The indemnity for permanent disability is due solely if the degree of permanent disability exceeds 5 points percentage of total permanent disability; in this case the indemnity shall be paid only for the percentage of permanent disability exceeding 5 points percentage. It is agreed that for any percentage of permanent disability exceeding 65%, no franchise shall be applied.

#### This guarantee is effective and applicable only if reported in the policy form and the relevant premium has been paid.

#### Article 6.1 – Scope of the Insurance

Within the limits of liability and conditions under this policy, the company shall be charged with the judicial and extrajudicial assistance due to any accident covered by the insurance

The insurance shall apply to any expense, fee and consideration of counsels selected by the insured party for:

- a) The intervention of one single counsel for any degree of judgment, including proceedings for friendly settlement pursuant to the law decree no. 28/2010; The technical consultant appointed by the court (so-called CTU), with reference to b)
- the judgment issued by the court, and the technical consultant of the party (socalled CTP); c) The intervention of an informer (private detective) for the research of evidences for
- the defense;
- d) A counsel and/or expert of the counterparty, if the insured party is sentenced to the payment of expenses, with reference to the judgment issued by the court;
   e) Ordinary and/or extraordinary arbitrations, including any arbitration and legal action
- against insurance companies (Nobis Compagnia di Assicurazioni S.p.A. excluded), aimed at the definition or payment of damages by the insured party, provided that the challenged amount exceeds € 1,000.00;
- Any settlement previously authorized by the company; The preparation of petitions and claims to be submitted to relevant authorities; The intervention of one resident counsel– for civil proceedings exceeding € 3,000.00
- if the counsel selected by the insured party in his/her residence does not have a firm in the city where relevant legal authorities are and, therefore, should be represented by another counsel; in this case the company shall pay to this latter the amount due for this service. Any charge arising out of extrajudicial negotiations and travel expense of the counsel of the insured party shall be expressly excluded. Within the limits of liability and the conditions under this policy, the company shall

pay any expense due to criminal proceedings (pursuant to article 535 of the Italian Criminal Code).

#### Article 6.2 - Special Exclusions and limits applicable to Guarantees For Legal Protection

In addition to exclusions under Provisions applicable to guarantees, accidents arising out of the following events are excluded: Penalties, fines and sanctions in general;

- al Fiscal charges;
- Expenses, considerations and fees referred to disputes for credit collection, should the insured party be both debtor and creditor;
- Expenses, considerations and fees referred to disputes for administrative, fiscal and ď tax matters;
- Expenses, considerations and fees referred to disputes for frauds committed by the e) insured party;
- f) Expenses, considerations and fees referred to disputes for successions and/or donations
- g) Expenses, considerations and fees referred to disputes for the purchase and/or exchange of real estate, land and registered personal properties;
- h) Expenses, considerations and fees referred to disputes for matters connected with lease agreements;
- Expenses for disputes with Nobis Compagnia di Assicurazioni S.p.A.;
- Expenses for disputes with other insured parties (i.e. more insured parties within one single contract);
- k) Registration fees
- Referred to delays in payment under lease agreements;
- 2 Due to the circulation of aircrafts, ships or vehicles owned and/or driven by the insured party; Referred to relationships among partners and/or directors and/or companies, as well
- as to mergers, transformations and any other operations for company changes; Referred to matters under article 2114 of the Italian Civil Code ("Compulsory Social
- 4 Security and Welfare") and following ones, as well as to disputes for the awarding of public contracts;
- Referred to any event due to explosions or hot or radioactive emanations resulting from nuclear transmutations, or from artificial atomic accelerations. 5

With reference to Article 6.1, the guarantee solely applies to accidents occurred to the insured party in his/her privacy and refers to the following events:

- Damages suffered by the insured party resulting from facts/acts carried out by other individuals.
- Disputes for damages caused to other individuals resulting from facts/acts carried out by the insured party; Defense against offenses without malice aforethought or sanctions for acts
- c) committed or ascribed during criminal proceedings; As tourist of organized travels, civil and criminal litigations for any offense without
- d) malice aforethought occurred during the travel. Disputes with travel agent or Tour Operator are included;
- e) Disputes arising out of claims for any breach of contract, exceeding € 1,000.00.

#### Article 6.3 - Coexistence With Tort Liability Insurance

Should the insured party be liable for the damages caused to third parties or be summoned by a civil court, the legal assistance shall be provided by the insuring company that covers the tort liability and the expenses met by the losing party and for defense, pursuant to article1917, 3rd paragraph, of the Italian Civil Code. Therefore the company, excepting criminal charges, shall intervene only after the insuring company covering the tort liability has paid any due amount and only for integration.

#### Article 6.4 – Period of the Guarantee

The guarantee shall apply to accidents caused by facts occurred during the period of period of the policy, after 12.00 pm of the day of effectiveness of the insurance and anyway after the insured party has started the travel. The occurrence of the facts causing the accident shall mean the moment of the breach

of the provision; should the fact causing the accident be composed of several repeated acts, it shall be considered as occurred when the first fact took place. Any dispute, started by or against more persons and referred to the same claims or to

connected claims, shall be considered as one single accident. In case of charges to more insured parties and referred to the same event, the accident shall be considered as one for all legal purposes.

#### Article 6.5 - Management of the Accident

The insured party, after reporting the accident to the company, notifies the selection of a legal counsel that shall protect his/her interests; such counsel shall be selected by the insured party among the ones of the district of the court of where he/she is resident or relevant authorities are located. Afterwards, the company shall notify its approval and the insured party shall proceed with the appointment.

The company shall pay any expense up to the limits of liability and within the limits and conditions under this policy, on the basis of tariffs as per the Ministerial Decree 585/94 as amended.

The insured party shall not take legal action, enter extrajudicial settlements or compromises nor reach agreements for ongoing proceedings without the previous consent by the company (that shall be notified to the insured party within 30 days) from his/her request), otherwise the insured party shall reimburse to the company all the expenses met and return any advance sums paid by the company. The company may reject the request of the insured party under these same terms and providing a suitable reason

The insured party shall promptly notify to his/her counsel all legal deeds and documents required – concerning the accident – paid by him/her in compliance with current fiscal provisions. A copy of such documents and of any legal deed prepared by the counsel shall be notified to the company.

In case of disagreement between the insured party and the company about the of three arbitrators; one of them shall be made by an arbitration panel composed of three arbitrators; one of them shall be selected by the insured party, another one by the company and the third arbitrator shall be mutually selected by the parties or, failing a mutual agreement, by the President of the Court having legal jurisdiction. Each party shall pay half of the expenses for the arbitrators, regardless of the result of the arbitration.

#### Article 6.6 – Selection of the Counsel

Should the disputes not be settled out of the court, or in case of conflict of interests between the insured party and the company, the insured party may select a counsel among the ones of the district of the court or of the place where he/she is resident or where the relevant authorities are located; he/she shall notify the name of the counsel to the company. The legal power of attorney shall be conferred to the counsel by the insured party, who shall provide all documents required and pay any relevant expense thereof in compliance with current fiscal provisions.

#### SECTION 7 - TORT LIABILITY

This guarantee is effective and applicable only if reported in the policy form and the relevant premium has been paid.

#### Article 7.1 – Scope of the Insurance and Insured Persons

The company, up to the limits of liability reported in the policy form, shall hold the insured party harmless from any indemnity due for tort liability (including capital, interests and expenses) referred to accidental damages caused to third parties, including death, personal injuries and damages to things and animals; such damages shall result from any accidental event occurred to the insured party in his/her privacy.

#### Article 7.2 - Covered Risks

The insurance also applies to liability arising out of:

- a) The tenancy of the house/flat where the insured party stays abroad, including any relevant plant, outbuilding, garden, private road, tree (even forest ones), sports equipment and swimming pool, fence, and automatic gate. If the flat is in included in a block of flats, the insurance shall apply both to the
- damages for which the insured party is liable on his/her own and to the proportional part at his/her charge for damages caused by the tenancy of common areas, excepting any higher charge due to his/her joint obligations with respect to other flat owners.

Any damage arising out of water spillage is included and a franchise of € 200.00 shall be applied thereto; no damage due to icing or sewerage back flowing is included<sup>.</sup>

- b) Food poisoning or other poisoning due to food or drinks if prepared or served by the insured party, unless food or drink preparation and serving is included in the
- business of the insured party; c) Proprietorship or use of sailing or rowing boats not exceeding a length of 6.50 meters, unless leased or rented;
- d) Proprietorship and/or use of bicycles (including the ones servo-controlled by battery) or walking as pedestrian;
- e) Sports activities, provided that they are performed solely for leisure purposes and not under the protection of Associations and not entitling the insured party to any economic consideration;
- f) Proprietorship or use of cats, dogs, pets or saddle animals. As far as damages caused by dogs are concerned, the company shall apply a franchise of € 100.00;
  g) Accidents suffered by the family helps during their work (professional diseases excepted), provided that they have met all current provisions, including personal report and compulsory insurance stipulated with INAIL (Industrial Injury Compensation Board).
- The guarantee also includes the amounts that shall be paid by the insured party for penalties applied by INAIL. The insurance shall be intended as limited solely in case of death or personal injuries producing a permanent disability exceeding 5%, calculated in compliance with tables enclosed to the Presidential Decree no. 1124 of June, 30th1965; h) camping, using required equipment, or hobbies, such as model-making, do-it-
- yourself and gardening, including the use of power mowers; proprietorship or use of weapons, or firearms, provided that they are duly registered, for personal use for defense, target shooting, wing shooting and other, hunting excluded;
- damages caused by the insured party aboard vehicles, motorcycles or ships owned by third parties, of damages caused to third parties who are not aboard such vehicles; j) damages to vehicles are excluded;
- k) total or partial interruption or suspension of the use of goods owned by third parties, as well as of industrial, commercial, craft, farm or service business, up to 10% of the Inits of liability, up to  $\in$  15,00.00 per year of insurance and after the application of a franchise of  $\in$  500.00.
- damages of things owned by third parties due to fire of things of the insured party 1) THIRD PARTIES", this guarantee shall apply secondarily and cover any sum exceeding the ones covered by the fire insurance policy.

#### Article 7.3 - Special Exclusions and limits applicable to Guarantees For Tort Liability

In addition to exclusions under Provisions applicable to guarantees, the accidents arising out of the following events are excluded: a) business activities (including industrial, commercial or service ones);

- theft;
- b)
- proprietorship, possession, drive and use of power vehicles; breach of contractual or fiscal obligations; c) d
- air, water or soil pollution;
- e) f)
- works of extraordinary maintenance, extension, lifting or demolition; possession or use of explosives or radioactive substances or devices aimed at atomic acceleration, as well as any damage with reference to insured risks occurred in connection with nuclear transmutations or radiations produced by artificial atomic acceleration
- involving things that are possessed by insured parties or carried, towed, lifted, h) loaded or unloaded to them; possession of other animals than pets;
- hunting;
- dampness, drip or general unhealthiness of the premises of the house/flat.

#### Article 7.4 - Persons That are not Considered as Third Parties

For the purposes of this insurance, the spouse, the parents and the children of the insured party, as well as any other person living with him/her and reported in the certificate of family status, are not considered as third parties.

#### Article 7.5 - Obligations of the Insured Party in Case of Accident

In case of accident, the insured party shall report it in written to the broker who is responsible for the policy or to the company, within three days from the moment when he/she is acquainted with it.

Should the insured party not meet this obligation, indemnity may be reduced or cancelled (pursuant to article1915 of the Italian Civil Code).

Article 7.6 – Management of Disputes in Case of Damages – Legal Expenses The company shall be charged, as far as of its interest, with the management of both civil and criminal disputes, in the court and out of the court, on behalf of the insured party; the company shall appoint – if required – any counsel or technician and exercise party; the company shall appoint – if required – any counsel of technician and exercise all the rights and take all actions of the insured party. The company shall proceed with the criminal defense of the insured party until the end of the degree of proceedings ongoing upon the stalling of the offended party. The company shall be charged with any expense met for the defense of the insured party, up to an amount corresponding to one fourth of the limit of liability under the policy for the damage applied for. Should the sum due to the party who suffered the damage exceed this limit, the expenses shall be mutually charged to the insured party and the company proportionally to their interact. their interest.

The company shall not reimburse any expense met by the insured party for counsels and technicians if not expressly appointed by it and it shall not reimburse any penalty or sanction nor any expense for criminal proceedings.

#### SECTION 8 - FLIGHT DELAY AND LOSS OF CONNECTING FLIGHT

This insurance is valid and operative just in case it has been recalled on the policy-form and the related premium has been paid.

#### Art. 8.1 - Subject of Insurance

The Company shall refund the Insured Party for the maximum coverage as reported in the policy form, the expenses for the purchase of an airplane-ticket in economic class for the return to the travel's starting place, or the expenses for the purchase of a new ticket in economic-class to reach the travel's final destination, in case of loss of the next connecting flight, following the one provided for by the ticket, because of one of the following reasons

- Delays, embarkation denial, last-minute cancellation of the first flight (or in the flights following, in case there's no more connecting flights available), for unforeseeable reasons (plane's technical problems or adverse meteorological situations that don't permit to fly, or decisions taken by aeronautical authorities on plane traffic) not to be ascribable to the Insured party's will or to the travel's
- organizer, or to service agencies subcontracted by the same and that don't allow the Insured Party to board the next plane closed in connection. Baggage loss by the air carrier, that had regularly been registered, occurred during the first flight that don't allow the Insured party to board on the following plane connecting.

The guarantees are working exclusively in case of loss of connecting flights for which the airplane companies operating on one flight and the other one are not the same, and are not part of the same air-alliance.

In case the Liable Party for the delay, for the flight cancellation or for the baggage loss, refunds the Insured Party, the compensation shall be paid as an integration of the possible refund by the Party Liable for this event, up to the achievement of the insured sum.

#### Art. 8.2 - Exclusions

From the guarantees are excluded the following cases:

- The airplane company liable takes upon itself the transfer of the Insured Party to the travel's starting point or to the reserved connecting flight's final destination; Delays/cancellations are consequence of strikes or are ascribable to the functioning
- or to the intern organization of the Travel's Organization or the Airplane company, or to the functioning or to the organization of the services' agency subcontracted by both of them;
- The flights are operated by the same Flight-company or the same air-alliance.

#### PROVISIONS APPLICABLE TO ALL GUARANTEES

#### Article 1 – Exclusions and Limits Applicable to All Guarantees

- No service shall be provided for accidents occurred during or arising out of: wars, revolutions, riots, popular demonstrations, pillages, acts of terrorism or vandalism, strikes;
- varialism, strikes, earthquakes, flooding and other adverse weather conditions called loadstones, 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 loadstones and social emergencies are not officially defined as such; travels to a territory where a prohibition or a limitation is operating (also temporary

ones) issued by the relevant Public Authority, extreme travels in remote areas that are reachable only by special rescue vehicles; any kind of pollution, infiltrations, air, water, soil, subsurface contaminations, or any

- environmental damage; carrier's failure or of any supplier;

- fraud or gross negligence committed by the contracting or insured party; travels against medical advice or, anyway, with serious illness or aimed to undergo \_ medical/surgical operations;
- suicide or suicide attempt;
- party at the date of the stipulation of the policy; Relapses of chronic diseases that were not predictable upon the reservation of touristic services or of the travel are included.
- sickness that may be connected with pregnancy complications beyond the 24th week;
- voluntary abortion, organ explants and/or transplants; non therapeutic use of medicines or drugs, addiction to alcohol or drugs, HIV-related diseases, AIDS, mental diseases and cerebral organic syndromes; pandemic epidemics (declared by OMS), quarantines
- pandemic epidemics (declared by UMS), quarantines training some sports, such as: mountain climbing including climbs exceeding the third degree, free climbing, ski-jumping and water ski-jumping, freestyle or extreme sking, off-piste skiing, bobsleighing, 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-piste sking if authorized by relevant authorities, hobsleinbing, rafting and kize-surfing. bobsleighing, rafting and kite-surfing
- acts of impudence;
- professional trainings of sports; participation to sports competitions, including trainings and trials supported by sports associations; competitions connected with leisure and/or game 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; events occurring in countries subject to wars where no assistance may be provided.

For study and Holiday trips any event occurred during working performances are excluded, too.

It is prohibited to stipulate more than one Filodiretto easy policies covering the same risk in order to: - increase the limits of liability of individual guarantees;

- increase the infinits of national of individual guarantees,
 - extend the period of any ongoing risk (travel).
 Stipulating multiple Filo directio Easy policies to insure the same risk in order to raise the ceiling limits of the specifics covered is not permitted.
 - The policy shall be issued for the destination, including all legs of the journey, even if

intermediate or anyway shorter than the other ones. 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 http://watch.exclusiveanalysis.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.

#### Article 2 - Non Insurable Persons

Article 2 – Non Insurable Persons Given that the Company would not extend insurance coverage if it was aware the Insured Party was affected by any of the following conditions excluded from the policy: non-therapeutic use of drugs or controlled substances, alcohol and drug addiction, HIV-related disorders, AIDS, mental disorders and organic cerebral syndromes, it is understood that if one or more of the aforementioned illnesses or disorders arise during the policy validity period, the provisions of Article 1898 of the Italian Civil Code will apply, regardless of the actual assessment of the health status of the Insured Party. Insurance cover is not extended to people travelling without departing from or destinations in Italy. The Travel Cancellation guarantee is not valid for residents abroad. People who are 80 years of age at the time the policy is stipulated are not insurable

### Article 3 - Exclusion of Alternative Set-Off

Should one or more services not be rendered to the insured party, the company shall not indemnify the insured party for the non rendered services, nor supply any alternative services as set-off.

#### Article 4 – Effectiveness, Applicability And Period of Guarantees

The policy shall come into effect at the date as selected by the contracting party and reported on the policy form, provided that the relevant premium has been paid. Coverage is provided within the limits of liability and services where the event occurred, provided that it is included in the "DESTINATION" for which the policy has been stipulated.

The guarantee "TRAVEL CANCELLATION" comes into effect at the date when the policy is stipulated and it terminates at the date of departure, upon the entrance in the point of departure (airport, railway or harbor station where the travel is commenced) or, should

the travel be made by car, upon the arrival at destination. The guarantee "TRAVEL CANCELLATION" shall be stipulated upon the travel reservation (confirmation of touristic services purchased). In case of achieved or (ongoing) reservation, the policy shall be stipulated within maximum 30 days before the departure. The other guarantees are valid during the travel's period, as reported in the policy, and anyway for a maximum period of 3 consecutive months form the travel's starting date, except for policies chosen specifically by the Insured person, with a formula valid for stays lasting more than 3 consecutive months, as resulting from the policy file. The present insurance policy is comply with the Italian D.Lgs 06/02/2007.

Article 5 – Obligations of the Insured Party in Case of Accident In case of accident, the insured party shall contact the company by telephone and in written and communicate the event in compliance with the requirements of each guarantee. Should the insured party not meet his/her obligations, the indemnity may be reduced or cancelled pursuant to article 1915 of the Italian Civil Code.

#### Article 6 - Territorial Extension

The insurance is valid in the country or in other countries where the travel is carried out as reported in the policy and where the insured party has had the accident to be indemnified. Should the travel be made by plane, train, coach or ship, the insurance shall be valid from the point of departure (airport, railway station, etc. of the organized travel) to the one of arrival at the end of the travel.

In case of travels by car or by other means than the above-mentioned ones, the insurance shall not apply to distances within 50 km from the place of residence.

Guarantees are not provided in Antartica and in the Antartic ocean and in those Countries that are in belligerency state, declared or in fact, among which are considered those outlined at the website http://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 their state of declared or concrete belligerence those countries of which their the state of declared or concrete belligerence those countries of which their the state of declared or concrete belligerence those countries of which their the state of declared or concrete belligerence those countries of which their the state of declared or concrete belligerence those countries of which their considered in state of declared or concrete belligerence those countries of which their considered in state of declared or concrete belligerence those countries of which their considered in state of declared or concrete belligerence those countries of which their considered in state of declared or concrete belligerence those countries of which their considered in state of declared or concrete belligerence those countries of which their considered in state of declared or concrete belligerence those countries of which their considered in state of declared or concrete belligerence the state or condition of belligerence has been made public.

#### Article 7 – Damage Payment Criteria

The payment of any contractually due sum shall be made upon the submission of the relevant original bills as duly receipted. Upon the request of the insured party, the company shall return the above-mentioned original documents, provided with the date of payment and the amount paid.

Should the insured party have submitted the original bills to any third party in order to obtain a reimbursement, the company shall pay any contractually due sum on the basis of the evidence of the expenses effectively met, after the amount already charged to any third party. Any reimbursement shall be made in Euro only. The company shall indemnify the insured party only after the submission of all the

documents required for the evaluation of the damage

#### Article 8 – Payment of Damages/Appointment of Experts

Damages shall be evacuate by the company after the direct contract between the parties or, failing such contract, they shall be defined by two experts respectively appointed by the parties. Failing any contract between the experts, they shall appoint a third expert. Should either party fail in appointing its own expert or should the experts fail in agreeing the appointment of a third expert, the appointment shall be carried out by the President of the Court having jurisdiction for the place where the company has its registered office. Each party shall be charged with the expenses for the relevant expert and with half of the expenses for the third expert. Resolutions shall be issued by a majority, but no legal formality is required; resolutions shall be binding for the of violence, fraud, error or breach of contractual contracts.

Anyway either party shall be entitled to appeal relevant legal authorities to have their rights protected.

#### Article 9 – Applicable Law And Jurisdiction

The parties hereby agree that this contract and dispute arising thereof shall be regulated in compliance with Italian law.

Article 10 – Further Documents Reporting yhe Accident to be Provided The insured party expressly agrees that Nobis Compagnia di Assicurazioni S.p.A is entitled, for simplifying the payment of damages, to require further documents than the ones required under each single guarantee/insurance. The non submission of documents, regarding individual cases, may reduce or cancel

the reimbursement.

### Article 11 - Withdrawal in Case of Accident

After reporting any single accident and until the 60<sup>th</sup> day from the payment of the relevant indemnity or from any other relevant settlement, the contracting party or the company may withdraw from the contract. The withdraw shall be valid:

- in case of withdrawal carried out by the contracting party: from the date of the relevant notif

 in case of withdrawal carried out by the company: after thirty days from the date when the insured party receives the notification by the company;
 In case of withdrawal carried out by the company, this shall – within 15 days from the date of the effective termination – reimburse the part of the premium for the remaining aried to us or budget. period, tax excluded.

# Article 11 Bis – Right Of Withdrawal (Applicable to Policies Resulting from the So-Called Direct Sale Only)

The insured party has fourteen days at disposal for withdrawing the contract without penalties or supporting reasons. The term for exercising this right of withdrawal starts alternatively:

from the date of stipulation of the contract; or

b) from the date when the consumer receives contractual conditions and information under article 67-undecies of the Law Decree no. 209 of September, 7<sup>th</sup> 2005, if such date is later than the one under a).

The right of withdrawal does not apply to:
 insurance policies for travel or luggage or similar short-term insurance policies having a period shorter than one month;

To exercise the right of withdrawal, the insured party shall notify, before the expiry of the term, in written to the supplier, by registered letter with acknowledgment of receipt, to the above-mentioned registered office of the company, stating that in such period no accident occurred. Should an accident have occurred, the right of withdrawal may not be exercised. In case

of lying statement, the company shall be entitled to retaliate against the insured party for any expense and/or charge directly met and/or indirectly connected therewith. Should the insured party exercise his/her right of withdrawal, the company shall hold the part of premium for the effective period of the contract. Should the insured party not exercise his/her right of withdrawal, the contract shall be public de insured party not exercise his/her right of withdrawal, the contract shall be

applied as stipulated.

#### Article 12 – Taxes and Duties

Fiscal charges and any other charge as defined by the law applying to insurance shall be charged to the contracting party.

#### Article 13 – Recourse

Any recourse pursuant to article 1916 of the Italian Civil Code, against third responsible parties or other bound individuals, shall be exercised by the company for the same amount of the indemnity paid.

Article 14 – Definition of the Premium – Statements About Risk Circumstances The premium is defined on the basis of the data as reported in the policy form and referred to destination, to travel price and duration, to the limits of liability selected and to the number of insured individuals. The contracting/insured party shall promptly notify any variation occurred during the period of the contract to the company. In case of inexact or reticent statements by the contracting party, issued at the date of the stipulation of the contract, about the circumstances that may influence the risk evaluation, or in case of non notification of any variation of these same circumstances that may increase the risk, the payment of damages shall be subject to reduction or cancellation pursuant to provisions under articles 1892 - 1893 - 1894 and 1898 of the Italian Civil Code.

### Article 15 - Payment of the Premium And Effectiveness Of The Guarantee

To stipulate this policy, the premium and any following installment of the premium as reported in the policy form shall be paid within due deadlines; as a consequence thereof, the company shall issue relevant receipts reporting the date of payment and the signature of the person who is entitled to collect the premium.

The insurance shall come into effect at 12.00 pm of the day as reported in the policy form if the premium or the first installment of the premium has been paid, otherwise at 12.00 pm of the day of payment.

#### Article 16 – Period of the Contract

The period of the policy shall be the one as selected by the contracting party and reported in the policy form. The policy shall terminate at the date as reported in the policy itself and no termination notice is required.

#### HOW TO REQUEST ASSISTANCE

Assistance In case of an accident please contact the alarm center of the company IMMEDIATELY, which operates 24 hours a day seven days a week, at the following toll-free number from Italy

## 800-894123

If you call from a foreign country you can contact the alarm center by calling the number +39.9890.702. Please communicate the following information:

- Name and Surname
- Number of Policy Reason of the Communication
- Telephone number and/or address where you may be contacted.

#### WHAT TO DO IN CASE OF ACCIDENT

#### Other Guarantees

All the accidents shall be reported as follows:

- by internet (on the web site www.nobis.it under section "On-Line Report") in cómpliance with instructions provided. By telephone by calling number **+39.9890.712**
- and for the guarantees of Travel Cancellation by calling the toll-free number 800.894123

Correspondence and documents shall be sent to:

# Nobis Compagnia di Assicurazioni S.p.A. Ufficio Sinistri Via Paracelso, 14 – Centro Colleoni 20864 AGRATE BRIANZA (MB)

On the basis of general provisions and of provisions applying to each single insurance service, damages shall be notified in detail and, in order to speed up the payment, the report of the accident shall be enclosed to the following documents that are required for each single insurance service:

#### IN CASE OF MEDICAL EXPENSES

- Medical certificate issued by the emergency room of the place where the accident occurred reporting the sickness, prescriptions, prognosis and medical diagnostic; the certificate shall report the kind and seriousness of the sickness and/or of the accident occurred;
- In case of hospitalization, a complete copy of the medical report;
- Medical prescription and original invoices, receipts and bills for the medical expenses met:
- Medical prescription for any purchase of medicines, with the original receipts of purchased medicines. Number of the policy.

### IN CASE OF STOLEN OF DAMAGED LUGGAGE

- Plane ticket (with luggage tag); Report stamped by the police of the place where the event occurred, indicating the circumstances of the accident and the list of stolen items, their value and the date of purchase;
- Claim submitted to the carrier or to the hotel owner, if responsible;
- Written claim submitted to the carrier reporting the request of reimbursement and written reply:
- Invoices, bills of purchased or lost goods (otherwise, list, date and place of purchase and value thereof); Documents supporting the expense met for making new identity cards, if any; Invoices for the repair or statement of impossible repair of damaged goods reported

- on the official paper of a car dealer or of an expert of the industry. In case of non return and/or damages to the whole luggage or part of it as returned by the carrier, the P.I.R. (property irregularity report) issued by the airport office; Number of the policy.

### IN CASE OF TRAVEL CANCELLATION

- In case of sickness or accident, medical report with the date of the accident or the beginning of the sickness, the relevant diagnosis and the duration of the prognosis;
- In case of hospitalization, copy of the medical report; In case of death, the death certificate;
- in case of accident to the mean of transport, copy of the accident statement (socalled C.I.D. form in Italy) and/or police report; confirmation statement for travel reservation;
- invoice for the penalty charged;
- travel program and regulations receipts (advance payment, payment and penalty) for the payment of the travel;
- travel documents; \_
  - Travel reservation contract; Number of the policy.

- In case of penalty charged by the air carrier:
  Purchase confirmation for the ticket or similar document;
  Payment receipt for the ticket;
- Statement issued by the air carrier reporting the penalty charged;
- Original plane ticket.

#### IN CASE OF EXPENSES FOR PASSENGER'S ACCOMMODATION

- Number of the policy. Original documents that objectively evidence the reason for the delay; in case of medical report, the sickness shall be indicated; New original tickets purchased to reach the place under the travel contract;
- Copy of the travel contract with payment receipts; Copy of the reservation statement issued by the Tour Operator that has organized
- the travel:
- Original non-used tickets

#### IN CASE OF TORT LIABILITY

- Detailed description of the events that have caused the damages to third parties and copy of the report submitted to relevant authorities; Request of reimbursement by damaged third parties;
- Photographic evidence if any of damaged goods or parts thereof.
- Number of the policy.

#### IN CASE OF LEGAL PROTECTION

- Detailed description of the events that have caused the damages; Any copy of the report submitted to relevant authorities;
- Documents supporting experts' or legal charges.
- Number of the policy.

#### IN CASE OF LAND OR AVIATION ACCIDENT

Place, date, time and reason of the accident; Causes of the accident;

- Medical reports;
- Report issued by relevant authorities, if any; The course of the injury shall be certified by further medical documents, until the complete recovery or stabilization of the accident-related consequences.
- Number of the policy.

### IN CASE OF ASSISTANCE TO THE VEHICLE

- Copy of the registration document; Original documents supporting the expenses met; Number of the policy.

### IN CASE OF FLIGHT DELAY

- travel agreement signed in the Agency; Tour Operator's (membership) or reservation number;
- Last meeting paper; Possible carrier's statement about the flight delay;
- Flight tickets and boarding cards.

#### PLEASE NOTE:

The invoices of repairs and the bills for any expense met due to the accident shall

always be sent to the company in original. The company shall be entitles to require any further document to evaluate the reported accident properly. The non submission of the above-mentioned documents, referred to any of these cases, may reduce or cancel the reimbursement. • Any variation in the risk occurring after the stipulation of the contract shall be potified to the company.

notified to the company.

Please remember that the right to reimbursement elapses two years after the last written request about the accident has been notified to the company. (pursuant to article 2952 of the Italian Civil Code).

#### Important!

In any case of accident, the insured party shall notify to the company all the documents required and the references of his/her bank account for the payment of the reimbursement of indemnity (number of bank account, bank, address, number of branch, ABI, CAB and CIN codes).

For any claim, please contact: Nobis Compagnia di Assicurazioni S.p.A. Ufficio Reclami Centro Direzionale Colleoni Via Paracelso, 14 20864 Agrate Brianza - MB - fax 039/6892199 - reclami@nobis.it

#### In case of non reply, please contact:

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

#### DISCLAIMER PURSUANT TO ARTICLE 13 OF THE LAW DECREE NO. 196/2003

According to art. 13 of Leg. Decree 196/03 and following amendments and integrations (hereinafter called "the Privacy Code") regarding to Your personal data that will be subject of the processing, we inform you of what follows:

- the above mentioned processing is marked by principles of fairness, lawfulness and transparency and protection of confidentiality and of Your rights; the processing involves also the personal data regarding strictly Your relation that are
- called "sensitive data" according to art. 4 par. 1 letter d) and 26 of the Privacy Code.

1) Aims of the processing Personal data provided by You, or anyway acquired by Nobis Compagnia di Assicurazioni S.p.A

also through means of distance communication (Internet, Call Center) and/or from third parties also with reference to sensitive data according to art. 4 par. 1 lett. d) and art. 26 of the Privacy Code, are processed by our company and by our employees for the following purposes: a) in the course of one's activity in execution, management, conclusion, fulfilment of

the pre contractual and contractual relations with You, to provide the required assistance or planned for You and the execution of the strictly connected activities;

- b) for obligations' fulfilment that are provided for by law, regulations, dispositions issued by authorities and control and surveillance services
- c) for the carrying out of trade activities of products' promotion and insurance products offered by the Company and by Nobis Group, delivery of adv materials and trade communications through traditional communication means, as for ex. mails and calls with the intervention of an operator, and also through the automatic ones according to art. 130, c. 1 and 2 of the Privacy Code, as for ex. calls without the intervention of an operator, email, telefax, sms, etc...
- d) for checks of users' satisfaction and for market analysis and research about the provided services.

**2)** Modes of processing The processing subject of this contract occurs following the modes provided for by the Privacy code, also through automatic information tools and also by remote communication and the processing of collection registration. means (Internet and Call Center), but not limited to operations of collection, registration, organization, conservation, processing, selection, comparison, use, interconnection, consultation, communication, cancellation, destruction data block, according to the principles of security/protection, accessibility, confidentiality and integrity preservation The same data are processed and hold as provided for by law, according to the specified limits and modes. The processing proceeding is done directly by the organization of the holder and by external subjects of this organization, that are part of the distribution chain of the insurance sector, delegated as persons in charge/liable of the same company and/or persons strictly connected to the running of the same and/or to the execution of activities provided for by the contract and asked by You (in addiction to what specified under point 4).

Data are not subjected to diffusion.

Data can be transferred abroad, in the whole world.

Data will be automatically deleted from the system after 30 days from the contract's non-renewal.

#### 3) Data transfer

- We inform You, that the transfer of Your personal data, also sensitive ones, is necesa) sary for the conclusion and management of the contract and for the best execution of Your contractual services and for the execution of activities that are connected to the fulfilment of these services.
- Data transfer can be mandatory pursuant to law, rules, community regulations. The possible denial of the expressed consent to data transfer as at point a) and b) involves the impossibility to end or to execute the contract and / or to execute the b) services required by You, or for You as provided for by the contract. Data transfer for information purposes and commercial promotion of services and
- c) offers of the Nobis Group. is optional and does not involve consequences regarding the contractual relation.

## 4) Persons or categories of persons whom the data can be communicated Data can be communicated - for purposes of which at point 1a) and to be processed for

Data can be communicated - for purposes of which at point 1a) and to be processed for the same purposes - in Italy and abroad, to companies of Nobis Group, to third parties that are external of the distribution chain of the Company that execute activities that are related to the management of the contractual relation, as correspondents, health bodies, medical and paramedical staff, entrusted staff and other subjects of the insurance sector, as insurers, co-insurers, re-insurers, brokers, sub-brokers, agency producers, insurance mediators and other channels used to improve drawing up of insurance, bank, Sim, legal, experts', contracts and those for service companies for management, settlement and payment of services, consulting companies, consultants, professional offices, professional and consortium associations of the insurance sector, oddies of data and services management, companies of credit recovery, authorities and bodies of data and services management, companies of credit recovery, authorities and corporations for electronic data and payment means management, companies that carry out activities of customers' communications printing, broadcasting, enveloping, transfer and sorting, storage services of documents and specialized companies in data entry and IT services, services of financial and book-keeping management by subjects appointed by the Company.

The same data can be transmitted for the purposes at point 1b) to third parties, to which communication is mandatory per law, within limits and purposes provided for by the same law, public bodies, surveillance authorities, public and private subjects with relevant current affairs functions according to the current rules and regulations, associations, consortia of the insurance branch and as example, Ania, IVASS, Ministry of Industry, Commerce and Handraft, CONSAP, UCI Commission of supervision of pension funds, Ministry of Labour and Social Security or other databanks towards which data communication is mandatory (ex. Italian Office accidents' central register, Motorizzazione Civile e dei trasporti in concessione).

Data can be communicated for the purposes of which under point 1c and 1d) to companies of the Group Nobis (parent, subsidiary companies and also those indirectly connected according to the current laws) and third companies (market research and direct marketing companies etc.) designated by the Nobis Group.

5) Rights of the concerned person regarding the processing of personal data (art.7) Moreover we inform You that art. 7 of the Privacy Code empowers You of specific rights, in particular the one that permits You to get information in any moment about Your data possessed by the Company or by third parties that have to be or that can be informed because they are persons in charge, or You can be informed about their use; You have also the right to update them, to make integrations, corrections or to delete, block them and to oppose against their processing for legitimate reasons and

opposition against data processing for exprimite reasons and for commercial information purposes or of sending of post material. Opposition against data processing for commercial purposes of promotion of services and insurance products offered by the company and by Nobis Group of which at point 1c) expressed in relation to the occurred processing by using automatic communication means involves also the related processing by traditional communication means. To assert this right You can directly contact Nobis Compagnia di Assicurazioni S.p.A. with officed at Via Paracelso 14 - 20864 Agrate Brianza (MB).

**6) Holder of processing** Holder of processing is Nobis Compagnia di Assicurazioni S.p.A. with registered office in Via Lanzo 29 – 10071 Borgaro Torinese (TO) and general direction in Via Paracelso 14 – 20864 Agrate Brianza (MB) in the person of its legal representative.

FILODIRETTO EASY Information file valid for forms Full 0115 edited (01-2018) Last updated January 01st, 2018



### IN CONFORMITA' AL REGOLAMENTO ISVAP N. 35 DEL 26 MAGGIO 2010 E SUCCESSIVE MODIFICAZIONI, L'IMPRESA RENDE AL CONTRAENTE LA SEGUENTE INFORMATIVA:

Poiché con provvedimento n. 0181105 del 4 ottobre 2017, l'IVASS - Istituto per la Vigilanza sulle Assicurazioni - ha autorizzato la fusione per incorporazione della società controllante Intergea Finance S.p.A. e della società Nobis Compagnia di Assicurazioni S.p.A. nella società Filo diretto Assicurazioni S.p.A. e contemporaneamente è stato autorizzato dallo stesso Istituto il cambiamento di ragione sociale di Filo diretto Assicurazioni S.p.A. in Nobis Compagnia di Assicurazioni S.p.A., vengono riportati di seguito i dati relativi alla situazione patrimoniale delle tre società separatamente.

### 1. Documento riepilogativo sulla situazione patrimoniale dell'Impresa

### Esercizio 2016

### Bilancio approvato il 28/04/2017

Il patrimonio netto della <u>Filo diretto Assicurazioni S.p.A.</u> ammonta ad € 18.612.636 di cui capitale sociale €15.800.000 e riserve patrimoniali € 2.812.636.

Si precisa che gli indici di solvibilità, regime Solvency II, riferito alla gestione danni è pari a: 110,67% che rappresenta il Ratio Fondi propri ammissibili su SCR (Requisito Patrimoniale di Solvibilità) e 298,11% che rappresenta il Ratio Fondi propri ammissibili su MCR (Requisito Patrimoniale Minimo).

Per ogni successivo aggiornamento si rimanda alla consultazione del sito internet dell'Impresa www.nobis.it

### Esercizio 2016

### Bilancio approvato il 28/04/2017

Il patrimonio netto della <u>Nobis Compagnia di Assicurazioni S.p.A.</u> ammonta ad € 16.772.572 di cui capitale sociale € 10.000.000 e riserve patrimoniali € 6.772.572.

Si precisa che gli indici di solvibilità, regime Solvency II, riferito alla gestione danni è pari a: 104,82% che rappresenta il Ratio Fondi propri ammissibili su SCR (Requisito Patrimoniale di Solvibilità) e 245,17% che rappresenta il Ratio Fondi propri ammissibili su MCR (Requisito Patrimoniale Minimo).

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### Esercizio 2016

### Bilancio approvato il 28/04/2017

II patrimonio netto della Intergea Finance ammonta ad € 22.666.212 di cui capitale sociale € 23.000.000 e riserve patrimoniali € - 333.788.

Si precisa che gli indici di solvibilità, regime Solvency II, riferito alla gestione danni è pari a: 117,71% che rappresenta il Ratio Fondi propri ammissibili su SCR (Requisito Patrimoniale di Solvibilità) e 459,93% che rappresenta il Ratio Fondi propri ammissibili su MCR (Requisito Patrimoniale Minimo).

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Il Rappresentante legale Dr. Giorgio Introvigne

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