

## BODY OF LEGAL DOCUMENTS

As per IVASS Regulation dated 26/05/2010 n. 35

### INSURANCE CONTRACT FOR "INDIVIDUAL AND FAMILY CLASSIC, PLUS AND ELITE – ANNUAL MULTITRIP PLUS AND ELITE - STUDENT CLASSICA AND PLUS.

This Body of Legal Documents contains the following:

- 1) Information Note to the Contractor, including the Glossary;
  - 2) Insurance Terms and Conditions,
- have to be handed to the Contractor prior to signing the contract or, where expected, the insurance proposal.

## WARNING!

**BEFORE SIGNING PLEASE READ THE INFORMATION NOTE CAREFULLY.**

**THE POLICY IS VALID IF THE INSURANCE CERTIFICATE WITH THE INITIAL NUMBER AVX18A HAS BEEN ISSUED BETWEEN 01/02/2018 AND 31/01/2019 FOR DEPARTURES BEFORE 31/01/2020.**

**Please also note: this document is a translation which is provided for the sole purposes of information; it is not contractual. Should a dispute arise, the original Italian language documents shall not only be solely applicable, they shall also prevail over this translation. In consequence, reliance should not be placed upon this translation, and any disputes that may arise in connection with the insurance cover granted, shall be resolved purely with reference to the original wordings in Italian language, and with reference to the meanings of the terms used within them.**

### INFORMATIVE NOTE FOR THE CONTRACTING PARTY

The Information Note is formulated pursuant to art. 185 of Legislative Decree 209 of 7 September 2005 and in accordance with the terms of IVASS Regulation n° 35 of 26 May 2010. **This Information Note is drafted in the form prepared by IVASS, but its content is not subject to prior approval by the authority itself.**

#### INTRODUCTION

The purpose of this Information Note is to provide the Contractor with all the necessary preliminary information to be able to sign the selected insurance with full knowledge and sound judgement. **This Information Note, which sets out the essential characteristics of the insurance product, does not replace the General and Special Policy Conditions which the Insured must read before signing the contract.**

#### A. INFORMATION ON THE INSURANCE COMPANY

##### **1. General information.**

The Company Europäische Reiseversicherung AG (ERV) has its registered office in Germany, Rosenheimer Straße 116, Munich. The insurance contract is underwritten by the afore mentioned Company. ERV is authorised to carry out insurance activities in Italy in right of establishment, in accordance with art. 23 of D.Lgs 7/9/2005 n. 2009 (communication made to IVASS on 27<sup>th</sup> September 2007, n. 5832), and is registered in the Register of insurance companies permitted to underwrite insurance services in Italy by IVASS under n° I.00071, which can be consulted on the web site [www.ivass.it](http://www.ivass.it).

Secondary office and General Representative for Italy: via G. Washington 70, 20146 Milano. Registration n. 05856020960 at the Milan Company Register, Fiscal Code and VAT Registration n. 05856020960; REA 1854153.

##### **2. General information on the assets of the Company.**

- The solvency margin of ERV - calculated on the basis of the regulatory requirements applied by the controlling Authority of the German BaFin - is € 75.2 million, corresponding to 150% of the minimum solvency margin amounted to € 50 million.
- ERV holds funds to cover the technical reserves and other liabilities - as defined by the German supervisory regulations - of € 179.4 million with a surplus of € 27.2 million compared to the minimum required.

#### B. INFORMATION REGARDING THE CONTRACT

##### **1. Applicable law.**

This contract is governed by Italian law, pursuant to art. 180 of the Insurance Code, without prejudice to the regulations of international private law. The Parties have the right to choose a different legislation to be applied to the contract, without prejudice to the prevalence of the binding regulations of Italian law. Where the contract relates to risks located in another member State of the European Union, it shall be governed by the legislation of said state. If the risk is situated in a third State, the terms of the Convention of Rome of 19 June 1980 shall apply, on the law applicable to contractual obligations, implemented with the law of 18 December 1984, n° 975.

##### **2. Procedure to render the contract effective**

The Contract will be concluded when the Insured and/or Contractor takes out the Insurance Policy (contract). The insurance cover starts from the time of conclusion of the Contract (art. 14 of the Terms and Conditions). The policy must be signed by the Contractor of legal age, with the "ability to act" who:

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a. if purchasing cover over the internet, the insured must print the policy in full, returning a signed copy of the insurance certificate by fax to +39 0541 709258 or by e-mail to: [assiviainfo@pkctravelinsurance.com](mailto:assiviainfo@pkctravelinsurance.com).

Said document shall constitute the contractual reference for implementation of cover;

b. must read carefully the conditions of the policy and check the accuracy and veracity of the data entered and/or supplied (by way of example and not limited to: the start date of the trip, duration and destination thereof).

If the Contractor purchases cover over the Internet, he can ask to receive and transmit the Insurance Contract in hard copy format or other permanent medium. In any case and at no cost, the Contractor has the right to request the Insurance Contract in hard copy format or other permanent medium and to change the communication methods used unless said change is incompatible with the Insurance Contract concluded.

**The policy is not valid unless the above-mentioned criteria are complied with.**

### 3. Validity of the Contract

a. The insurance contract is valid if signed by a person domiciled or resident in Italy.

b. The insurance cover is valid and effective for trips departing from Italy and returning to Italy, provided that the policy is signed before the start of the trip.

c. The insurance cover period cannot be extended by purchasing additional policies once a trip is underway.

d. It is mandatory to be in possession of a return ticket to and from Italy, before departure.

### 4. Duration and extension of the contract.

4.1 The Individual, Family, Student and Annual Multitrip policies:

a. must be purchased for the whole duration of the trip;

b. start from the date agreed stated in the policy.

c. end on the agreed date stated in the policy (or once returned to Italy if this occurs beforehand) and in any case no later than the end of the trip to which the Insurance relates (except for Annual Multitrip – see 4.2 below).

d. automatically extend if the return date is delayed due to non-medical reasons and are not dependent from the Insured (ie. adverse weather conditions), up to a maximum of 5 days.

4.2 The Silver and Gold Multitrip Annual Policies entitle the Insured to undertake an unlimited number of trips during the year provided each trip lasts a maximum of 30 consecutive days. By purchasing the Business Extension cover, available at the time of purchase of the Annual Gold Multitrip product, each trip can be extended to 45 consecutive days.

4.3 The Viaggi Sicuri Cancellation policy starts from the time that the correct premium is paid and the cover expires at the start of the Outward Trip.

**The signing of a policy that only partially covers a trip is not permitted. In case of signing of a policy that only partially covers the trip, the Company (ERV) reserves the right to pay compensation proportionate to the partial cover, in accordance with the terms of art. 1907 CC.**

4.4. The extension of the Insurance period of an ongoing contract, can be requested by the Insured and/or Contractor from the Insurer after the start of the trip only if at the time of the request, there are no circumstances that may give rise to a claim. Please note: the extension must be requested and granted within the terms of validity of the cover for which said extension is requested. Requests must be sent by e-mail to: [assiviainfo@pkctravelinsurance.com](mailto:assiviainfo@pkctravelinsurance.com) from Monday through Friday from 9.00 to 18.00 CET local Italian time (GMT+1).

### 5. Insurance Certificate issuing limitations.

Apart from official exceptions granted by the Company, it is not permitted to purchase more than one ERV policy that cover the same risk for the following purposes:

- raising the insurance policy limits;
- extend the insurance period for an already existing risk (it is forbidden to issue consecutive insurance certificates for the same travel);
- take out travel insurance when travel has already commenced (it is forbidden to purchase travel insurance if insured is abroad).

### 6. Statute Of Limitations.

Every right with regard to the Company is limited, as per art. 2952 of the Civil Code, to two years from the day of the event on which is based the right to Assistance and/or compensation. In personal liability insurance, the period starts from the day on which the injured third party asked the Insured for compensation or took legal action against the latter.

### 7. Complaints procedure.

Complaints relating to the management of the contractual relationship, notably with regard to the attribution of liability, effectiveness of performance, quantification and payment of the sums owed to the rightful beneficiary must be sent directly to PKC Associates Ltd. Any complaints relating to the contractual relationship or claims handling must be forwarded in writing to:

**PKC Associates Ltd, int. 6, Corso D'Augusto 118, 47921 Rimini – email: [assviareclami@pkctravelinsurance.com](mailto:assviareclami@pkctravelinsurance.com)**

**Europäische Reiseversicherung AG – Rappresentanza Generale per l'Italia, via Washington 70. 20146 Milano, email: [reclami@erv-italia.it](mailto:reclami@erv-italia.it)**

If the insured and/or contractor is not satisfied with the outcome of the claim or in the absence of a reply within the maximum term of 45 days, he can write to

**IVASS – CONSUMER User Protection Department – Via del Quirinale, 21 – 00187 Rome**

providing substantiating documentation relating to the claim handled by PKC Associates LTD. In particular, the claim sent to IVASS must contain: the name, surname and address of the claimant, identification of the third party(ies) whose conduct

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resulted in the complaint, a brief description of the reason for the grievance and it must contain a copy of the claim submitted to the company and any reply therefrom. With regard to disputes relating to the quantification of damages and the apportionment of liability, it should be noted that they remain the exclusive competence of the Legal Authorities, in addition to the right to have recourse to conciliation services, where available. Claims regarding verification of compliance with the regulations of the sector, must be sent directly to IVASS. In the event that the legislation chosen by the Parties is other than Italian, any claims relating to the contract must be sent to the body of the country whose legislation has been selected, and IVASS shall facilitate communications between the competent authority and the Contractor. Claims relating to the quantification of insurance services, apportionment of liability and claims that have already been referred to the Legal Authorities do not come within the competence of IVASS. In any case, the claimant has the right to apply to the Legal Authority. **For any matter not otherwise regulated herein, the legal provisions shall apply. All disputes relating to this contract are subject to Italian law.**

### 8. Changes to Information during the contract.

The Company undertakes immediately to notify the Insured and/or Contractor of any changes to the information contained in the Information Note, that have occurred also as a result of changes to the regulations subsequent to the conclusion of the contract.

### 9. Premium.

- a. Pursuant to art. 1901, subparagraph 1 of the Civil Code, the Insurance shall take effect from the date and time indicated within the policy, if the premium has been paid in advance of the start of the trip, and ends on the return to the insureds place of residence in Italy.
- b. Cancellation cover starts from the moment the correct premium has been paid and ends from the start of your Outward Journey, if the premium has been paid prior to the travel start date.
- c. For the applicability of the cover, the date of the event shall apply.
- d. If, at the time of a claim, the premium remains unpaid, the Company shall be deemed to be exempt from the provision of service where non-payment is attributable to the contractor.

### 10. Insurance operational limits.

The insurance operates as second risk if the Insured has another insurance policy that covers the same risk. This means that:

- a. In the absence of other insurance, cover operates directly in favor of the insured, according to the Terms and Conditions.
- b. In the presence of other insurance policies covering the same risk, the Company will only be liable for the portion of claim that exceeds the other insurance policies' limit. Compensation will be granted up to the Company's Terms and Conditions.
- c. In the presence of other insurance policies that operate as second risk, as per the Insurance Code, the Companies will jointly cover the risk insured up to the policy limit of their Terms and Conditions.

### 11. Where there are more than one insurance policy(ies) covering the same event.

If several insurance policies co-exist for the same risk, the Insured and/or Contractor must notify each Insurer of the existence of other insurance policy(ies). In the event of a claim, the Insured and/or Contractor must notify all the Insurers and can ask each insurance company for the amount due as per the contract(s) considered independently, provided that the sums paid out overall do not exceed the amount of the damage. If the Insured and/or Contractor, as per art. 1910 of the Civil Code willfully fails to provide the information, the Insurers are not bound to issue settlement. If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the Limit of Liability that applies under this policy bears to the total amount of insurance covering the loss.

### 12. Declarations of the Insured and/or Contractor regarding the circumstances of the risk. (example: taking out our insurance despite having pre-existing medical condition)

Any false or incomplete declarations on the circumstances of the risk provided at the time of conclusion of the contract, may have serious consequences for the Insured and/or Contractor. It should be noted that, under the terms of art. 1892 of the Civil Code, in the event of any false or incomplete declarations on the circumstances of the risk, the Company is not bound to provide the services under the terms of this Policy and, with regard to any services already carried out before the discovery of the false or incomplete declarations made by the Insured, the Company reserves the right to request reimbursement of the costs incurred.

### 13. Change of risk.

On the basis of art. 1898 of the Civil Code, the Insured and/or Contractor must immediately inform Europäische Reiseversicherung AG, by email to [assiviainfo@pkctravelinsurance.com](mailto:assiviainfo@pkctravelinsurance.com), of any change that occurred after the date of issue of the Insurance Certificate and before the start date of the trip, which could give rise to a claim for compensation. Unknown changes of risk, not accepted by the Company may involve the total or partial loss of the right to compensation, as well as the cessation of the guarantees contained in the Policy.

"War Zone" clause: if the Insureds' destination is subject to sudden armed conflict, hostilities, war, civil war, rebellion, revolution, insurrection and riots, martial law, usurpation of power, even if occurred after the purchase of the policy by the contractor/Insured or if the Insured is already departed, Inter Partner Assistance S.A. must immediately be contacted. The Insured must organize evacuation from the Country within 10 days from the date of declaration of " war". Beyond this period the insurance policy will not be valid.

### 14. Claims Settlement

- a. The Insured and/or Contractor must immediately contact ERV in accordance with the procedures outlined in the individual sections of the Insurance Conditions of the Company to activate the necessary procedures and before taking any personal action;

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- b.** The Insured and/or Contractor must communicate by telephone the type of request as well as their own personal details, fiscal code, address and telephone number of the persons insured and their contact details, Insurance Certificate number, date of issue and type of cover/premium option;
- c.** The Insured and/or Contractor must complete the Claims Form available on the web site [www.assicurazioneviaggio.it](http://www.assicurazioneviaggio.it) or else contact PKC Associates LTD within 31 days from his return to Italy. The sending of the claims form does not constitute or represent acknowledgement – even implicit – by the Company of acceptance of the event.
- d.** The Insured and/or Contractor must send by, and no later than, 31 days from his return to Italy, a written communication by registered letter to PKC Associates LTD, Corso D'Augusto 118, int. 6, 47921 Rimini together with the requisite documentation, if applicable. For claims relating to Personal Liability, the Insured and/or Contractor must send a written communication by registered letter with receipt notification by, and no later than, 3 days from when the insured and/or contractor had knowledge of the Circumstances that caused the event.
- e.** To enable the Company to correctly assess the claim/damage, reference should be made to the maximum sums indicated in the General and Special Policy Conditions.
- f.** With regard to the Company, the Insured releases from professional confidentiality said Company and the doctors who examined him before and after the Event;
- g.** Any costs incurred for the investigation and estimation of the claim are to be paid by the Insured;
- h.** The settlement of the claim shall be made in Italy with the payment of reimbursements in Euros. For costs incurred in countries that have not adopted the Euro, reimbursement shall be made at the official exchange rate on that day on which they were incurred.
- i.** Cancellation cover is valid if the holiday value doesn't exceed the following amounts:
- 1) € 750 per insured person in the Plus policies for Individual, Family, Student and Annual Multitrip;
  - 2) € 2.000 per insured person in the Elite policies for Individual, Family, Student and Annual Multitrip;
  - 3) € 10.000 per holiday booking in the Plus policies for Individual, Family, Student and Annual and Elite policies for Individual, Family, Student and Annual Multitrip;
  - 4) € 750 is the maximum annual cover limit per insured for the Annual Plus policy and € 2.000 is the maximum annual cover limit per insured for the Annual Multitrip Elite policy.

### 15. Limitations and legal effects related to all benefits

- ERV is not obliged to pay compensation for losses caused by wilful misconduct or gross negligence of the Contractor and the Insured, according to art. 1900, Paragraph 1, of the Civil Code;
- ERV is not obligated to provide alternative compensation or assistance of any kind as compensation, if the Insured does not use one or more services and / or guarantees;
- ERV assumes no responsibility for damages caused by a delay or inaction due to directives issued by the competent National or Foreign Authorities, unforeseeable circumstances, force majeure, unexpected or incomplete information provided by the Insured;
- ERV cannot be held liable for refusing to execute the performance if, objectively, or in the opinion of its doctors, the same may not be necessary;
- travel organized by ERV through the Emergency Service, is carried out using the most suitable means of transport, in relation to the route to undergo and the health conditions of the Insured.
- **Clause Sanctions and Embargo:** this **Insurance** and related sections of cover, including the fulfillment of claims settling or payment of any benefit or service is guaranteed only if not in contradiction with economic, trade and financial sanctions or embargoes in act by the European Union, the Italian Government or from any other international body recognized by the Italian Government, even if that may apply to the Contractor and to **Insured** of this policy.

### 16. Cooling-off period

We would advise you to verify that this Insurance provides the cover that you need. If this is not the case we would ask you to notify the Company via email at [assviainfo@pkctravelinsurance.com](mailto:assviainfo@pkctravelinsurance.com) or fax at +39 0541 709258 within 14 days of the issue date (or before your departure date if this happens first). In order to render the cooling-off period valid, the date of the email, fax request or date of the post office stamp will be taken into consideration. The cooling-off period cannot be requested if circumstances that could give rise to a claim occur.

### 17. Contract resolution due to claims record (valid for Annual Multitravel Policies)

In any case, after the occurrence of an accident the Insured and the Company may terminate the insurance contract. The resolution is only allowed within one month after the conclusion of the negotiations relating to claim compensation. The Insured shall proceed with the resolution with immediate effect or with effect at a later date at the end of the insurance year in progress. The Company may proceed with the resolution within one month from the end of the insured trip.

### 18. Language of the contract.

The Contract, and any attached document(s), shall be written in the Italian language, unless the parties agree that it be written in another language.

### 19. Tax regime.

The insurance tax applicable to the Contract shall be that specified in the law from time to time applicable.

## C. GENERAL DEFINITIONS – GLOSSARY

The following words and expressions shall have the meaning defined below when they appear within the text of the General and Special Policy Conditions.

**Geographical area:** the area or Country which is the destination for which the Insured and/or Contractor has booked the trip and for which the appropriate premium has been paid and from which their return to Italy will be made within the period booked.

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**Insured:** the subject or subjects indicated on the Insurance Certificate, with residence or domicile in Italy, whose interest(s) is/are protected by the Insurance, named as such on the Policy Certificate, who is/are suitable to be Insured as per art. 7 of the General Conditions and for whom the correct insurance premium has been paid.

**Insurance:** the Insurance contract.

**Assistance:** the service to the insured provided by the company which offers help to the insured. The service is provided by Inter Partner Assistenza S.A..

**Hazardous activities:** any sports or activities whether manual or physical activities, involving the use of tools or machinery, the lifting of heavy objects or any activity at a height above 3.50 metres. Any activity where the risk of a serious accident is high.

**Sports Equipment:** articles normally worn, carried or held when participating in a recognised sport.

**Basic necessities:** products which are immediately needed and which it is not possible to do without. Items not considered Basic necessities are items that would be purchased even in the absence of missing or delayed baggage.

**Baggage:** Items of clothing, sports equipment and items and the suitcase, bag, backpack containing them and which are the property of the Insured.

**24h Emergency Service:** all the operators, doctors, technicians that the Company makes available to the insured 24 hours a day, 365 days a year, and who are in telephone contact with the Insured and/or Contractor, organise and provide Assistance services specified in the policy. The 24h Emergency Service for Italy is Inter Partner Assistance S.A., Rappresentanza Generale per l'Italia, Via Bernardino Alimena 111, 00173 Rome.

**Business Colleague:** a colleague who has identical duties to those of the Insured and who can replace them at the time of the accident or illness which prevents them from undertaking a business trip or is compelled to interrupt it.

**Travelling Companion(s):** the person(s) insured and named on the Policy Certificate.

**Contractor:** the natural or legal person who, on payment of a premium, signs the Insurance Contract.

**Vehicle Rental Agreement:** a contract signed by the Insured (or the lead named driver who must also be insured under, and named on, Your Travel Insurance Certificate), which states the Policy Excess for which You or the lead named driver will be responsible.

**Travel documents:** travel tickets, hotel vouchers or other personal non-refundable vouchers for the trip, passports, driving licences belonging to and for the personal use of the Insured.

**Domicile:** the place of residence, even if temporary, of the Insured conducting his own activity in Italy or who has their financial interests in Italy.

**Excess waiver:** by paying an additional premium, the excess quoted in the Schedule of Cover can be removed, where applicable.

**Cover Extension:** extension of the Insurance period of a valid contract that the Insured and/or Contractor can request from the Insurer after the start of the single trip only if, at the time of the request, there are no circumstances that could give rise to a claim with said certificate. Please note: the extension must be requested and granted within the terms of validity of the cover for which said extension is being requested. The extension request must be sent by e-mail to [assiviainfo@pkctravelinsurance.com](mailto:assiviainfo@pkctravelinsurance.com) from Monday through Friday from 9.00 to 18.00 CET Italian local time (GMT+1).

**ERV:** the trademark of Europäische Reiseversicherung AG.

**Abroad:** any country other than that in which the insured person normally resides (i.e. Italy).

**Event:** the occurrence of causes giving rise to the situation(s) claimed for.

**Family:** the Insured and their family members as per the personal details on the family status certificate. For registration purposes, by Family is meant all persons bound by matrimony, co-habitation (if the subjects appear on the same certificate of residence), relations and affinities up to second degree\*, adoption, guardianship. (\*Spouse, children, parents, brothers and sisters, grandparents, in-laws, adopted children, adoptive parents, brothers, stepfathers and stepmothers).

**Excess:** the sum specified in the General and Special Policy Conditions deducted from the amount of the compensation as specifically calculated by the Company, following the accident and which remains payable by the Insured and/or Contractor.

**Cover:** cover or service – other than Assistance – offered by the Company in case of a claim, based on the terms of the Insurance, involving the reimbursement or compensation for damage.

**IVASS:** The Institute of Insurance Supervision. This is the Italian authority which governs the activities of insurance companies, insurance intermediaries (which are agents and brokers).

**Italy:** Republic of Italy with its islands, Republic of San Marino and the Vatican City State.

**Pre-existing illness:** illness that is the expression or direct consequence of chronic pathological conditions or which occurred prior to the start date of the cover and known to the Insured and/or Contractor.

**Maximum sum:** the maximum sum, laid down in the Policy Certificate or General and Special Policy Conditions Schedules of Cover, up to which sum the Company undertakes to provide the Guarantee or to provide the Assistance service.

**Public Transport:** all aircraft, land-based and waterborne vehicles intended for the public transport of passengers and with timetable, itinerary, frequency and pre-fixed tariffs (official and published) which, on the basis of specific authorisation or concessions, provide a continuous or periodic and non-occasional link between two or more destinations. Therefore, excluded from the category of public transport, by way of example and not limited to, rental vehicles, taxis and means of transport for tourist visits.

**Valuables:** jewelry, precious stones, watches, gold or silver articles, binoculars, sunglasses, contact lenses, cameras, photographic and video equipment and associated equipment of any kind, computer hardware and software, digital picture frames, navigation equipment, game consoles accessories and games, e-book readers, hand-held electronic tablet devices, televisions, portable audio equipment (DVD, CD, mini-disc, and other digital media and associated devices and programs including all discs and tapes), musical instruments, furs, leather clothing and leather accessories.

**Close Relatives:** spouse, parents, parents in-law, stepparents, grandparents, son/daughter (including adopted), stepchildren, grandchildren, brothers, sisters, brothers and sisters in-law, sons-in-law, daughters-in-law.

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**Insurance period:** the start and end date of the insurance cover as per the Policy Certificate, including any possible cover extensions.

**Policy:** the document governing and substantiating the Insurance.

**Advance booking:** any booking made at least 24 hours before departure as shown on the ticket/travel document of the Insured.

**Premium:** the sum of money owed by the Insured and/or Contractor to the Company.

**Services:** exclusively for the Policy Assistance Sections – the assistance provided by the Emergency Service to the Insured in case of an Event arising.

**Reasonable care:** diligent behaviour which must be adopted by the Insured to protect their property as if they were not insured..

**Accident:** the occurrence, due to a sudden and unforeseen event, of the damage for which the cover is provided.

**Company:** the Insurance Company, i.e. Europäische Reiseversicherung AG.

**Rental Vehicle Company:** a commercial enterprise fully authorized by the competent authority to practice the business of car rental in a given Country or State.

**Validity:** operational limits of the policy, which must be issued by the contractor in Italy before the beginning of the trip.

**Current value:** claims are paid based on the value of the goods at the time when you lose them and not on a new for old or replacement cost basis.

**Material value:** value of the item excluding the data contained therein or recovery thereof as well as intellectual and sentimental value.

**Rental Vehicle:** a motor car rented under a contract (Vehicle Rental Agreement, as defined further below in this section), from a Vehicle Rental Company or Agency, who must be fully licensed with the relevant regulatory authority of the relevant Country, State or appropriate Local Authority.

**Outward Trip:** The initial trip from the Insureds and/or Contractors residence in Italy by motor vehicle, train, aircraft or ship. In the case where several different legs are booked as part of a single trip, the entire trip will be considered as starting at the time of the start of the first leg of the journey.

**Return journey:** the initial leg of the return trip to Italy by motor vehicle, train, aircraft or ship.

**You/Your:** "Insured" and/or "Contractor".

**Illness:** any change in a person's health or any bodily injury that is established by an approved medical authority during the policy period.

## DUTY OF THE INSURED IN THE EVENT OF A MEDICAL EMERGENCY

The Company puts at the disposal of the insured a 24h Emergency Service which can assist you in the event of an emergency during your trip. 24h Emergency Service Inter Partner Assistance S.A. provides a multilingual emergency service 24 hours a day, 365 days a year. Immediate assistance will be given in the event of illness or accident. The emergency contacts are:

**24h Emergency Service  
Inter Partner Assistance S.A.  
Rappresentanza Generale per l'Italia  
Tel: +39 02 00 62 02 98**

1) For trips to USA/CANADA/CARIBBEAN you must contact Inter Partner Assistance S.A.:

- Immediately before hospitalisation, admittance to ER/Casualty or for outpatient treatment in order to enable the emergency service to take charge of, or guarantee payment to the hospital abroad.
- In case of Medical Repatriation.
- In case of Curtailment.

2) For all other destinations (Worldwide excluding USA/CANADA/CARIBBEAN) you must contact Inter Partner Assistance S.A.:

- Immediately before hospitalisation, admittance to ER/Casualty or for outpatient treatment should the estimated cost exceed € 300 in order to enable the emergency service to take charge of, or guarantee payment to the hospital abroad.
- Authorisation from the 24h Emergency Service is not required where cost of treatment is under €300. Please keep all receipts for treatment and purchase of medicines.
- In case of Medical Repatriation.

## **WHAT TO DO IN CASE OF EMERGENCY**

Before taking any action on your own initiative and in order to activate the 24 hour emergency services, the insured or the person acting on the behalf of the insured, must immediately contact **Inter Partner Assistance S.A.** on **+39 02 00 62 02 98**, to report the type of assistance required, and provide the following information:

- Name and surname, policy number, contact telephone number and type of illness or accident.
  - Name and telephone number of the hospital and details of the attending doctor.
- In case of Curtailment.

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**ASSICURAZIONEVIAGGIO.IT SCHEDULE OF COVER CLASSIC/PLUS/ELITE INDIVIDUAL POLICY,**  
**CLASSIC/PLUS/ELITE FAMILY POLICY AND PLUS/ELITE ANNUAL MULTITRIP POLICY**

Maximum payable per person insured. The Sections of the Annual Multitrip policy can be requested more than once during the validity period of the policy, without prejudice to the fact the overall compensation cannot exceed the maximum sums allowed.

Type of Cover	Individual and Family			Annual		Excess
	Classic	Plus	Elite	Plus	Elite	
<b>Number of trips allowed</b>	1	1	1	Unlimited	Unlimited	
<b>Maximum trip duration</b>	365 Days	365 Days	365 Days	31 Days	31 days	
<b>Section A – Medical Expenses (abroad)</b>	€ 1 Million	€ 5 Million	€ 8 Million	€ 5 Million (ann. max.)	€ 8 Million (ann. Max)	€ 80
<b>Section B – Assistance in Emergency Medical Situations</b>						
a) Repatriation for medical reasons	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	None
b) Search, Rescue & Recovery	€ 5,000	€ 5,000	€ 5,000	€ 5,000	€ 5,000	None
<b>Section C – Trip curtailment</b>	⊗	€ 750	€ 2,000	€ 750	€ 2,000	€ 80
<b>Section D – Personal Accident</b>						
a) Permanent Disability	⊗	€ 10,000	€ 40,000	€ 10,000	€ 40,000	None
b) Death	⊗	€ 5,000	€ 10,000	€ 5,000	€ 10,000	None
<b>Section E – Travel Delay and Missed Departure</b>						
<b>a) Travel Delay (up to)</b>	⊗	⊗	€ 100	⊗	€ 100	None
- first full 8 hour period			€ 30		€ 30	
- subsequent full 12 hour period			€ 20		€ 20	
- over 24 hours delay Right to Cancellation	⊗	⊗	€ 2,000	⊗	€ 2,000	15%, min. €80
<b>b) Missed Departure</b>						
- Italy and Europe	⊗	€ 500	€ 1,000	⊗	€ 1,000	€ 80
- World	⊗	€ 1,000	€ 2,000	⊗	€ 2,000	€ 80
<b>Section F – Personal Liability</b>	€ 250,000	€ 250,000	€ 250,000	€ 250,000	€ 250,000	€ 500
<b>Section G – Legal Expenses</b>	⊗	⊗	€ 10,000	⊗	€ 10,000	€ 500
<b>Section H – Personal Possessions and Delayed Baggage</b>						
<b>Personal possessions</b>	⊗	€ 1,000	€ 2,000	€ 1,000	€ 2,000	€ 80
a) Per item/Total Valuables	⊗	€ 200/€ 300	€ 300/€ 400	€ 200/€ 300	€ 300/€ 400	€ 80
b) Travel Documents/ Passport	⊗	⊗	€ 500	⊗	€ 500	€ 80
<b>Delayed baggage</b>	⊗	€ 100	€ 200	⊗	€ 200	None
<b>Section I – Cancellation</b>	⊗	€ 750 <sup>1</sup>	€ 2,000 <sup>1</sup>	€ 750 <sup>1</sup>	€ 2,000 <sup>2</sup>	10% (min. € 80)
<b>Section J – Car Hire Excess<sup>2</sup></b>	⊗	⊗	€ 3,000 <sup>3</sup>	⊗	€ 3,000 <sup>4</sup>	None
<b>Excess Waiver - additional premium per person:</b>	Available	Available	Available	Available	Available	

1 Maximum cover per holiday booking is € 10,000 for Cancellation cover.

2 Car Hire Excess cover is only available for Insured who are aged between 21 and 69 years.

3 Maximum cover per car hire contract is € 3,000 and therefore is not per person insured.

Type of Cover	Student		Excess
	Economy	Deluxe	
<b>Number of trips allowed</b>	365 days	365 days	
<b>Maximum trip duration</b>			
<b>Section A – Medical Expenses (abroad)</b>	€ 1 million	€ 5 million	€ 80
<b>Section B – Medical Emergency Assistance</b>			
a) Medical Repatriation	Unlimited	Unlimited	None
b) Search, Rescue and Recovery	€ 5,000	€ 5,000	None
<b>Section C – Trip Curtailment</b>	⊗	€ 1,500	€ 80
<b>Section D – Personal Accident</b>			
a) Permanent Disability	⊗	€ 10,000	None
b) Death	⊗	€ 5,000	None
<b>Section E – Travel Delay and Missed Departure</b>			
<b>a) Travel Delay (up to)</b>	⊗	€ 100	None
- first full 8 hour period	⊗	€ 30	
- subsequent full 12 hour period	⊗	€ 20	
- Over 24 hours delay- Right to Cancellation	⊗	€ 2,000	15%, min. €80
<b>b) Missed Departure</b>	⊗		
Italy & Europe	⊗	€ 500	€ 80
World	⊗	€ 1,000	€ 80
<b>Section F – Personal Liability</b>	€ 250,000	€ 250,000	€ 500
<b>Section G – Legal Expenses</b>	⊗	⊗	
<b>Section H – Personal Possessions and Delayed Baggage</b>			

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<b>Personal possessions</b>	⊗	€ 1,000	€ 80
a) Per item/Total Valuables	⊗	€ 100/€ 200	€ 80/€ 80
b) Travel Documents/Passport	⊗	€ 500	€ 80
<b>Delayed baggage</b>	⊗	€ 100	None
<b>Section I - Cancellation</b>	⊗	€ 750 <sup>1</sup>	10% min. € 80
<b>Section J – Car Hire Excess Waiver</b>	⊗	⊗	
<b>Excess Waiver - additional premium per person:</b>	Available	Available	

<sup>1</sup> Maximum cover per holiday booking is € 10,000 for Cancellation cover.

## COVER AND PREMIUM CHOICE AND OTHER USEFUL INFORMATION

**Individual Policy and Polizza Più:** valid for a single trip lasting a maximum of 365 days, the maximum insurable age is up to 65 years.

**Family policy:** Valid for one trip for a maximum duration of 365 days. Applies to family units comprising one or both parents (below 65 years of age) who are travelling with an unlimited number of children of 17 years of age or under.

**Infants/Children Policy:** Please note: children aged under 12 years must be accompanied by one **Insured adult on the same Insurance Certificate**. If infants and children are travelling alone or are accompanied by an adult who is not the parent, the following rules shall apply:

- a. from age 0 years up to 17 years, a discount of 50% shall apply;
- b. for children aged 12 to 17 years of age, travelling alone, the parent or legal guardian must be a Contractor.

**Plus/Elite Annual Multitrip Policy Cover:** Covers an unlimited number of trips during the 12 month cover period. The maximum duration of each trip is 31 consecutive days. The cumulative limit for all Medical Expenses services and Cancellation is the maximum sum insured.

**Student Policy:** the policy is reserved for students up to or less than 35 years attending a School or University in **Italy** for a trip lasting a maximum of 365 consecutive days. Training courses, update courses, masters or other courses that are outside the school study framework, are not compatible with the issue of the student policy.

**Excess waiver:** by paying an additional premium, the excesses quoted on the Schedule of Cover where applicable, are removed.

**Business Extension:** Offers cover for the loss or damage of professional documents and costs for sending a substitute colleague.

**Individual and Gold Family Policy/Deluxe Student Policy:** the **Guarantee** for a Delayed Trip of more than 24 hours, with consequent travel cancellation: in the case of booking several separate legs as part of a single trip, the entire trip shall be considered as starting from the time when the first leg of the trip has begun. Therefore, after the start of the **Outward Trip**, cancellation costs as per Section E – Travel Delay cannot be reimbursed, even for unused legs of the trip.

**Dangerous sport activities:** The **Insured** is required to check in the General Policy Conditions art. 5, letter j, the sports activities that are excluded from the insurance cover.

**Health conditions:** The General Conditions and Special Conditions in Section A – Medical Expenses (see art. 2) contain certain health conditions of travellers and/or other persons on whose wellbeing the trip may depend, whether or not they are insured on the same insurance policy, or even travelling with the Insured. Please check art. 5 and art. 7 of the General and Specials Conditions.

**Insurance Services/Premium Options:** For detailed information on the insurance services, you are invited to read carefully the General and Special Policy Conditions relating to the premium option you have chosen for each specific section.

**Contractual validity:** the policy is valid if issued for a person domiciled or resident in **Italy**. The insurance cover is valid and effective for trips starting in **Italy** provided that the policy is issued before the start of the trip.

**Areas and Countries at risk:** for Geographical areas where, environmental, meteorological, social, terrorist insurrection or conflict activities are ongoing, it may not be possible to purchase an **Insurance** contract. To find out whether the policy can be issued, you are advised to consult the website of the Ministry of Foreign Affairs [www.viaggiasesicuri.it](http://www.viaggiasesicuri.it) and enter the Country to which you wish to travel. The **Company** does not cover Countries where the Ministry of Foreign Affairs advises against all but essential travel.

## PRIVACY

**Information issued to the interested party for the processing of personal, general and sensitive data for insurance purposes.**

Under article 13 of Legislative Decree n° 196 of 30 June 2003 (hereinafter called "Law"), and in relation to the personal data to be processed, you are informed as follows

1. The processing of your requested or obtained personal data is intended exclusively for the **Company** for its insurance and reinsurance activities and associated activities that the **Company** is authorised to undertake under current legislation.
2. Processing can also be carried out without the aid of electronic or automated equipment and will involve the operations indicated in article 4, subparagraph 1, letter b) of the Law or parts thereof.
3. The provision of personal data is optional, unless required by specific regulations, such as legislation on money laundering, Central Criminal Injuries Database, Motor Vehicle Registry.
4. Disclosure refusal may render it impossible to sign or implement the contract or to handle and settle any claim made.
5. For the purposes described in point 1, your personal data may be communicated to other subjects in the insurance sector such as, for example: insurers, co-insurers and re-insurers; agents, sub-agents, producers, brokers and other distribution channels; technical, consultant and legal experts, service companies appointed to handle and/or settle claims, promotional or telemarketing campaigns or implement said activities; associated bodies (ANIA) and insurance sector consortia; external databases; IVASS and Ministry of Productive Activities; CONSAP and UCI; external databases to which the communication



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of data is mandatory. In this case, the identity details of the other above-mentioned subjects and any licence holders can be obtained from the Public Records held by the "Guarantor for the protection of personal data" and from the above-mentioned subjects.

6. Personal data cannot be disclosed.

7. Personal data may be transferred outside the national territory for the purposes described in point 1.

8. Article 7 of the Law grants specific rights to the interested party, including those of obtaining from the holders confirmation of whether or not personal data concerning them exists and its communication in intelligible form; obtaining knowledge of the origin of the data and the logic and purpose of the processing; obtaining the deletion, conversion to anonymous form or blocking of data processed in violation of the law, as well as the update, correction or, if necessary, addition of data; oppose the processing for legitimate reasons.

9. The processing licence holder is the **Company**.

## POLICY TERMS AND CONDITIONS OF EUROPÄISCHE REISEVERSICHERUNG AG / ASSIVIA AVX18A

The following Insurance Terms and Conditions from art. 1 to art. 14 apply to all the Sections of the Policy underwritten by Europäische Reiseversicherung A.G.

### Refer to the Informative Note - Information regarding the Contract

The Informative Note is an integral part of the Terms and Conditions listed below.

## INSURANCE TERMS AND CONDITIONS

### Art. 1 Persons insured

Insured subjects are the people who are named in the Insurance certificate, or those who are part of the group of people described in said insurance document.

### Art. 2 Trip

a. The Insurance is granted for the specific Trip indicated in the Policy Certificate.

b. Business travel is guaranteed with exclusion of the cover for all manual or dangerous activities carried out during the trip;

c. Annual Multitrip policies allow the Insured to undertake unlimited trips during the year (the validity of the contract). Each trip must have a maximum duration of 30 consecutive days. If during the validity of the Annual Multitrip Policy, the Insured remains abroad for a period longer than 30 consecutive days, all the services arising from accidents occurring after the above-mentioned 30 days are not payable. By purchasing the additional Business cover, available with the purchase of the Gold Annual Multitrip Policy, the maximum duration of each trip is a total of 45 days. The Annual Multitrip Policies are not valid for trips made in Italy.

d. It is mandatory to be in possession of a return ticket to and from Italy, before departure.

### Art. 3 Start date and duration of the contract

The Insurance policy:

a. must be issued for the entire duration of the trip and before departure;

b. starts on the date and at the time stated on the policy certificate;

c. Cancellation cover starts when the correct premium has been paid and ends at the start of the **Outward Trip** with the use of the first travel service or in any case when the **Insured** has reached the place of stay;

d. end on the return to the domicile or residence in Italy and on the day stated in the policy certificate, and in any case no longer than the date the **Insured** returns to Italy stated on the Insurance Certificate.

f. automatically extend if the return date is delayed due to non-medical reasons and are not dependent from the Insured (ie. adverse weather conditions), up to a maximum of 5 days.

### Art. 4 Premium

a. Pursuant to art. 1901, subparagraph 1 of the Civil Code, the **Insurance** shall take effect from the date and time indicated in the policy, if the premium has been paid, otherwise it shall take effect from the date and time of said payment, but in any case prior to the date of departure from **Italy**.

b. For the applicability of cover, the date of the Event shall apply.

c. If, at the time of a claim, the premium is as yet unpaid, the **Company** shall be deemed to be exempt from the provision of service where non-payment is attributable to the contractor.

d. the policy is not valid if purchased during the trip, after departure from **Italy**.

e. an extension of cover can be issued by sending an e-mail to [assiviainfo@pkctravelinsurance.com](mailto:assiviainfo@pkctravelinsurance.com) before the expiry date shown in the **Insurance** certificate.

### Art. 5 Exclusions

The **Company** is not required to provide services or pay compensation for any claims caused or dependent on:

a. pre-existing illnesses, i.e. illness that is the expression or direct consequence of chronic pathological conditions or which occurred prior to the start date of cover and known to the Insured and/or Contractor;

b. onset of acute illness prior to departure and trips undertaken against medical advice;

c. causes and events that are not adequately documented.

d. illegal or fraudulent misconduct (either accomplished or attempted) or due to negligence or gross negligence; suicide or attempted suicide.

e. travel undertaken for the purpose of undergoing medical/surgical treatment; removal or correction of physical defects or pre-existing malformations at the time the policy was purchased. Medical examinations that are objectively predictable and/or planned; the purchase of dental prostheses, orthopaedic or therapeutic apparatus;

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- f. terminal illness diagnosed before the issuing of the insurance policy;
- g. mental illness, psychiatric disorders in general and nervous disorders, as well as Acquired Immune Deficiency Syndrome (AIDS); psychological reaction caused by fear (eg. due to an act of war, popular insurrection, act of terrorism, plane crash).
- h. intoxication, illnesses and accidents consequent to and arising from the abuse of alcoholic drinks and psychotropic drugs, as well as the non-therapeutic use of hallucinogens and narcotics;
- i. birth, premature birth and post-natal care. Illnesses caused by pregnancy after week 26 of gestation; miscarriage threats in cases of negligence or wilful misconduct by the Insured. Voluntary termination of pregnancy or childbirth during the insured period (the newborn even if born prematurely is not covered by the insurance policy);
- j. organ explanation and/or transplantation;
- k. accidents deriving from winter sports and dangerous sports activities: mountain climbing with rock climbing or access to glaciers, climbing indoor/outdoor, trekking (above 4.000 metres), ski-jumping or water skiing, jet ski, and quad biking, riding and use of bobsleds and bobsleighs, all aerial activities with the sole exception of flying as a paying passenger on an authorised aircraft, hang-gliding, motor racing and competitions, rallying, motorcycle and motorboat activities, including associated training and trials, diving without safety equipment, speleology, boxing, canyoning, canoeing/kayaking above grade 2, rafting above grade 4, horse riding, hunting and shooting, hockey, American football, rugby, bungee jumping, skiing, snowboarding, weight-lifting and wrestling in its various forms, daredevil acts, and any accidents suffered as a consequence of professional sports activities.
- l. non-touristic safari tours and/or safaris involving firearms.
- m. war, (including civil, whether or not declared), strikes, revolutions, riots or popular movements, pillage, acts of terrorism, sabotage and vandalism, **Hijacking**;
- n. travel to Areas and Countries at Risk for which the Foreign Office advises against travel; travel in remote areas accessible only with special means or where situations of armed conflict persist, hostilities, war, civil war, rebellion, revolution, insurrection and riots, martial law, usurpation of power.
- o. Missions/trips that include transport and/or supply of weapons, vehicles, materials, instrumentations, equipment or any goods having addressed participants in military operations of any nature and purpose;
- p. Hunting practice; possession of weapons and ammunition, even if provided with appropriate licenses and authorizations;
- q. Events arising from atomic nucleus transmutation, ionizing radiation or radioactive contamination or contamination from chemical- biological or biological pollution of air, water, soil, subsoil, or any other environmental damage;
- r. Strikes, demonstrations and events related to them;
- s. any person receiving or on the waiting list to receive treatment in hospital or clinic;
- t. claims not reported directly and in writing to [assiviasinistri@pkctravelinsurance.com](mailto:assiviasinistri@pkctravelinsurance.com) by the deadlines stated in the individual sections of the Special Conditions;
- u. pandemic, if defined as such by the World Health Organization (WHO);
- v. loss, destruction or damage caused directly by shockwaves caused by an aircraft and other aerial devices travelling at sonic or supersonic speed.
- w. taxes, including airport taxes and insurance premiums;
- x. any damage caused by natural events, catastrophes, volcanic eruptions, earthquakes, floods, tsunamis.
- y. any request for compensation if the insurance cover is issued when the trip has already started and/or during the trip to which the cover relates, except in case of extension of the cover granted in good faith;
- z. any request for compensation for cancellation due to events for which it becomes impossible to undertake the trip and which was known at the time of booking.
- aa. any request for compensation for cancellation caused by insolvency or breach of contract by the carrier or travel agent (airline, tour operator, etc);

### Art. 6 Uninsurable persons

- a. Regardless of the specific assessment of the state of health, persons suffering from AIDS, alcoholism, drug dependence, or one of the following mental disorders are not insurable: organic cerebral syndromes, schizophrenic disorders, paranoid disorder, manic depressive forms. If one or more of the above-mentioned illnesses or conditions arises during the contract, the provisions of art. 1898 of the Civil Code shall apply.
- b. Persons not domiciled or resident in **Italy** cannot be insured;
- c. Persons aged 76 years cannot be insured. However, for those who reach this age during the contract, the **Insurance** shall remain valid until the expiry of the policy, as specified in art. 3 of the General Conditions.
- d. Persons aged 36 years cannot be insured under the "Student" policies.

### Art. 7 Reporting a claim and subsequent obligations of the Insured

When a claim arises, the **Insured and/or Contractor** must notify the 24h Emergency Service by telephone and in writing in accordance with the procedures laid down in the individual Sections of this policy (paragraph: "Obligations of the **Insured and/or Contractor** in case of claims arising"). In addition, he must make every effort to avoid or diminish the damage, under the terms of art. 1914, subparagraph 1, of the Civil Code. The **Insured and/or Contractor** acknowledges the right of the **Company**, to request, in order to facilitate settlement of the claim, further documentation than that indicated in the relevant Section of the Terms and Conditions, thereby undertaking to send it promptly. Vis-à-vis the **Company**, the **Insured and/or Contractor** exempts from professional secrecy the doctors who examine them before and after the accident.

**Failure to comply with any one of the preceding obligations may result in the total or partial loss of the right to compensation, pursuant to article 1915 of the Civil Code.**

### Art. 8 Right of recourse

Pursuant to art. 1916 of the Civil Code, the **Company** is entitled to the right of subrogation towards liable third parties.

### Art. 9 Statements about the circumstances of risk

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Inaccurate or incomplete statements by the **Insured and/or Contractor**, relating to the circumstances affecting the risk assessment, may involve total or partial loss of the right to **Assistance** or to compensation, where applicable, as well as the cessation of the **Insurance** pursuant to articles 1892, 1893 and 1894 of the Civil Code.

### Art. 10 Statute of Limitations

The rights, pursuant to art. 2952 of the Civil Code, deriving from the **Insurance** contract (1882 and subs.) are limited to two years from the day of the event on which is based the right to **Assistance** and/or compensation. In personal liability **Insurance**, the period runs from the day on which the injured third party has requested the Insured and/or Contractor for compensation or has taken legal action against the latter.

### Art. 11 Changes to the Insurance, special clauses or agreements - method of communication by the Insured and/or Contractor

Any changes to the **Insurance** must be confirmed in writing. All communications that the **Insured and/or Contractor** must undertake, in order for them to be valid, must be signed and sent to the **Company** and formally accepted by the latter.

## SECTION A – MEDICAL EXPENSES

### Special conditions

*Cover is provided for the amounts indicated in the Schedule of Cover and if the relevant premium has been paid. This section covers You for essential emergency medical treatment if You fall ill or are injured abroad. This insurance policy is not a private health insurance scheme.*

*The medical and assistance expenses, if incurred in hospitals or health care facilities, will be paid directly where this is possible and subject to the Insureds' prior contact with the Emergency Service; or these expenses will be refund later to the Insured if direct payment is not possible or if all expenses were incurred outside these facilities.*

**ANY COST WITHIN THIS SECTION MUST FIRST BE AUTHORISED BY INTER PARTNER ASSISTANCE S.A. (ON BEHALF OF ERV) WHICH OPERATE 24 HOURS A DAY, 365 DAYS PER YEAR. IN CASE OF A CLAIM ARISING, AND BEFORE ANY PERSONAL INTERVENTION, THE INSURED MUST IMMEDIATELY CONTACT INTER PARTNER ASSISTANCE S.A. ON + 39 02 00 62 02 98. CONTACTING INTER PARTNER ASSISTANCE S.A. BEFORE ADMISSION TO ACCIDENT AND EMERGENCY OR HOSPITAL WILL ENABLE THE ACTIVATION OF THE NECESSARY CARE PROCEDURES AND/OR GUARANTEE OF PAYMENT TO THE HOSPITAL ABROAD.**

### 1. What is covered

In case of acute and unforeseeable illness or accident sustained by the **Insured** outside **Italy**, the **Company** will pay, up to the sum stated in the Schedule of Cover, expenses listed below which have been authorised and approved by **Inter Partner Assistance S.A.** for necessary treatment that cannot be postponed:

- a. ambulance;
- b. admission to hospital or clinic, including surgery;
- c. outpatient treatment (outpatient medical examinations, diagnostic procedures and laboratory tests), provided they are relevant to the illness or accident reported;
- d. drugs prescribed by the treating physician in loco, provided they are relevant to the illness or accident reported;
- e. urgent dental treatment for the sole purpose of inducing an immediate analgesic effect, up to a maximum of € 400.

### 2. Exclusions

The **Insurance** does not cover:

- a. treatments that are the sole purpose of the trip
- b. medical expenses incurred by the **Insured** in **Italy**;
- c. medical expenses incurred after the return from the trip to one's own country of residence;
- d. expenses considered non-routine, reasonable or normal for medical services and/or their provision;
- e. expenses for ongoing or non-essential therapies and other costs, or treatments that could reasonably be postponed until the return of the **Insured** to **Italy**;
- f. plastic surgery;
- g. heart surgery operations, unless previously authorised by the **Company**;
- h. the cost of a private room;
- i. the supply of artificial limbs, wheel chair, dental prosthesis, hearing aids, sight prostheses and aids;
- j. medical expenses following accidents that occurred either while driving or as a passenger on a moped, scooter or motorbike which has an engine size over 125 cc.;
- k. medical expenses incurred because the **Insured** engages in **Hazardous Activities**;
- l. treatment for tropical diseases if the **Insured** has not taken the recommended or compulsory prophylactic measures;
- m. pregnancy or other pathological conditions consequent thereto, beyond week 26 of gestation, and post-natal care.
- n. birth or premature birth;
- o. requests for compensation deriving directly or indirectly from recourse to artificial fertilisation techniques (IVF) or any type of fertility treatment;
- p. treatment prescribed by a doctor, known to the **Insured** from the time of departure, to be taken during the trip;
- q. health costs relating to accidents or diseases caused by mental illness or loss of consciousness, if due to the consumption of alcohol, drugs, sedatives, sleeping pills or other substances, psychoanalysis, psychotherapeutic or hypnotherapy;
- r. acupuncture, mud baths, massages, physiotherapy, services of a chiropractor, chiroprapist, osteopath or costs of a non-medical nature;
- s. over the counter medicines or self-medication;
- t. any expense where the **Insured** has not advised **Inter Partner Assistance S.A.** of admission to hospital (including Day Hospital admission) or treatment in an Emergency Room;

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- u. unauthorized costs incurred after the **Insured** has already been declared able to travel from the medical point of view (Fit to fly) in agreement with the doctors who treated him and the doctors of **Inter Partner Assistance S.A.**
- v. infectious diseases where transportation of the **Insured** implies violation of national or international regulations;
- w. all cases where the **Insured** or his family members voluntarily sign the discharge form against medical advice of the hospital practitioners to which the **Insured** is admitted.
- x. unless otherwise specified in this Section, reference should be made to the other exclusions in the General and Special Conditions, art. 5.

### 3. Obligations of the Insured in case of a claim arising

3.1 The **Insured**, or person acting for them, must:

a) For trips to USA/CANADA/CARIBBEAN you must contact **Inter Partner Assistance S.A.**:

- Immediately before hospitalisation, admittance to ER/Casualty or for outpatient treatment in order to enable the emergency service to take charge of, or guarantee payment to the hospital abroad.
- In case of medical repatriation.
- In case of Curtailment.

b) For all other destinations (Worldwide excluding USA/CANADA/CARIBBEAN) you must contact **Inter Partner Assistance S.A.**:

- Immediately before hospitalisation, admittance to ER/Casualty or for outpatient treatment should the estimated cost exceed € 300 in order to enable the emergency service to take charge of, or guarantee payment to the hospital abroad.
- In case of medical repatriation.
- In case of Curtailment.
- Authorisation from the 24h Emergency Service is not required where cost of treatment is under €300. Please keep all receipts for treatment and purchase of medicines.

If **Inter Partner Assistance S.A.** is not previously contacted, the medical expenses cover may not be guaranteed, except in cases where this is proven to be impossible for serious health reasons (e.g. coma).

3.2 The **Insured** must provide **Inter Partner Assistance S.A.** with information about the ongoing problem, name and telephone number of the hospital/doctor currently providing treatment, and their regular or family physician in **Italy**.

3.3 The **Insured** must send the certified copy of the medical record, as well as the originals of invoices, billing notices, receipts;

3.4 Failure to comply with any one of the preceding obligations may result in the total or partial loss of the right to compensation, pursuant to article 1915 of the Civil Code.

3.5 In Countries of the European Union, the **Insured** undertakes to use the EHIC (European Health Insurance Card). The EHIC must be shown to the health care centre where the patient has been admitted.

### 4. Excess

- a. From the compensation payable for medical expenses incurred for each **Event** an **Excess** of € 80 per person and per event will be deducted, which shall remain for the account of the **Insured and/or Contractor**.
- b. The **Excess** will not be applied if the optional additional **Excess Waiver** has been purchased.

## SECTION B – ASSISTANCE IN EMERGENCY MEDICAL SITUATIONS

### Special conditions

*Cover is provided for the amounts indicated in the Schedule of Cover and if the relevant premium has been paid. This insurance policy is not a private health insurance scheme.*

*The medical and assistance expenses, if incurred in hospitals or health care facilities, will be paid directly where this is possible and subject to the Insureds' prior contact with the Emergency Service; or these expenses will be refund later to the Insured if direct payment is not possible or if all expenses were incurred outside these facilities.*

#### 1. What is covered

The **Company** provides **Assistance** 24 hours a day via **Inter Partner Assistance S.A.** in the following cases:

**a. Hospitalization: Inter Partner Assistance S.A.** reserve the right to transfer the **Insured** from the medical facility where he is hospitalized to another specialized medical facility (not necessarily in the country in which the **Insured** was travelling) and decide at its sole discretion the most suitable means of transport, considering the location of the **Insured** and his health conditions. Depending on the medical needs and the circumstances, the **Insured** will be transferred by car, train, taxi, helicopter, ambulance, air ambulance, scheduled or chartered flight, possibly with other passengers (for example on scheduled or chartered flights) and using economy class. **Inter Partner Assistance S.A.** will bear the cost of the transfer.

**b. Repatriation:** in accordance with the specific applicable conditions and in consideration of the state of health of the **Insured** and degree of need, subject to the agreement of the doctors, **Inter Partner Assistance S.A.** will arrange repatriation of the **Insured** to the place of residence or the nearest suitable treatment centre. **Inter Partner Assistance S.A.**, at its sole discretion, will identify the most suitable means of transport and bear the cost of the return.

**c. Extension of stay:** if it is not possible to transport the **Insured** due to an accident or a serious illness that occurred during the trip, and it is not possible to continue the trip as planned, the **Company** will pay the **Insured** the additional cost of the stay, if the **Insured** provides the **Company** with the relative payment receipts for the used services. The reimbursement of the afore-mentioned expenses will be based on the standard (type, class) of the original booking. If you are unable to return on your scheduled Return Journey, due to medical reasons, the policy will automatically extend free of charge, until the date of return to Italy which has been agreed with **Inter Partner Assistance S.A.** (subject to the specific conditions and requirements of Section A and Section B).

**d. Travel of a family member:** the expenses incurred by a **Close Relative** or **Travelling Companion** who, at the request of the doctor and authorised by the **Company**, will assist or accompany you to your **Domicile**. The **Company** will pay the family

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member a return economy class ticket to join the **Insured**. The accommodation costs of the family member will be reimbursed up to a maximum of € 1,000.

**e. Repatriation with an attending doctor:** the expenses for a qualified attending doctor at the request of the treating doctor and authorised by the **Company** to accompany you to your **Domicile**.

**f. Repatriation of remains:** if the **Insured** dies during the trip, **Inter Partner Assistance S.A.**, at the request of the next of kin, will organise the repatriation of the remains to **Italy** and will bear the necessary costs. Expenses relating to the funeral are excluded from cover. Transport is undertaken in accordance with international laws. If burial takes place abroad, in the country where death occurred, the maximum sum covered shall be **€ 2,600**.

**g. Search, rescue and recovery:** in case of search, rescue or recovery operations of the **Insured** following an accident, the **Company** will bear the costs thereof up to a **maximum sum of € 5,000**.

**h. Guarantee for the payment of hospital costs:** **Inter Partner Assistance S.A.** can, if necessary, guarantee to the hospital or clinic, payment of medical costs up to the amount stated in the Schedule of Cover.

## 2. Exclusions

**2.1.** The **Company** is not bound to pay compensation:

**a.** for any expenses incurred abroad if the **Insured** refuses to be repatriated once he has been declared able to travel from a medical perspective (Fit to fly);

**b.** in substitution of the **Assistance** cover due, because of actions attributable to the **Insured** or as a result of force majeure or for the reasons described in art. 2.2 below.

**2.2** The **Company** cannot be held liable for:

**a.** any additional cost or admission to hospital not specifically authorised by the **Company** or by **Inter Partner Assistance S.A.** operating 24 hours a day;

**b.** failure to contact **Inter Partner Assistance S.A.** or, in any case, initiatives adopted by the **Insured** without the prior authorisation of **Inter Partner Assistance S.A.**

**The following are also excluded from the Insurance:**

**c.** infectious diseases, where transport implies the violation of national or international health regulations;

**d.** repatriation should the disability or injuries which, in the judgement of the doctors of **Inter Partner Assistance S.A.**, can be treated in situ or that do not prevent the **Insured** from continuing the trip;

**e.** all cases where the **Insured** or his family members voluntarily sign the discharge form against medical advice of the hospital to which the **Insured** is admitted;

**f.** unless otherwise specified in this Section, please refer to the other exclusions in the General Conditions, art. 5.

## 3. Obligations of the Insured in case of a claim arising

**a.** Before taking any action on **your** own behalf, **you** must immediately contact **Inter Partner Assistance S.A.**, indicate the type of **Assistance** required, as well **your** personal details, address and telephone number of where **you** are calling from, to enable **Inter Partner Assistance S.A.** to call back immediately, and **you** must comply with the instructions **you** are given.

**b.** Failure to comply with any one of the preceding obligations may involve the total or partial loss of the right to **Assistance** services, pursuant to article 1915 of the Civil Code.

## SECTION C – TRIP CURTAILMENT

### Special Conditions

*Cover is provided for the amounts indicated in the Schedule of Cover and if the relevant premium has been paid.*

Cover starts on the following day of the date of departure or otherwise from the moment the first service has been used, and ends on the day of return home.

### 1. What is covered

The **Company** shall compensate the **Insured** up to the maximum sum, in the event that one of the following damaging events occurs as described in detail in art. 2 below, for:

**a.** curtailment of the trip;

**b.** unused touristic services if:

- the **Event** that caused the damage was unforeseeable at the time that the trip was booked;
- completion of the trip which had been **booked prior** to departure from Italy, had become impossible or at least too difficult to undertake following the **Event** insured.

### 2. Insured Events

The **Events** referred to in the previous article are only insured if caused by:

**a.** accident or serious illness that require curtailment of the trip;

**b.** unforeseeable serious illness or unforeseeable death of a **Close Relative** where the **Close Relative** resides in **Italy**.

### 3. Curtailment: travel costs

The **Company** will reimburse reasonable additional curtailment costs in Economy Class as that previously booked, if the trip cannot be completed due to one of the insured **Events** described in art. 2 above.

### 4. Unused services

The **Company** shall reimburse the cost of the trip relating to unused touristic services if the trip is curtailed early due to one of the insured **Events** or in case of medical repatriation of the **Insured** and/or their **travelling companion** up to the maximum sum stated on the Schedule of Cover and if the prepaid expenses are irrecoverable. In the event that the **Insured** curtails travel after the event occurs, any additional costs will be at his own expense.

### 5. Exclusions

The **Insurance** is inoperative:

**a.** in the absence of the original documentation of the costs incurred;

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- b. for Events already occurred when purchasing the insurance policy or for which their manifestation could have reasonably been foreseen.
- c. for problems arising from compulsory inoculations;
- d. due to trip curtailment not reported in advance, authorised and approved by **Inter Partner Assistance S.A.**;
- e. in case of curtailment if the disability or injuries which, in the judgement of the doctors, are treatable in situ during the trip or which, in any case, do not prevent its continuation;
- f. for travel tickets originally booked and purchased before the date on which the **Event** occurred;
- g. if the **Insured** has to cancel the trip before the departure date shown on the **Insurance Certificate**;
- h. for services that are not considered to be touristic (ie: concert tickets, theatre tickets, sporting events);
- i. unless otherwise specified in this Section, reference should be made to the exclusions in the General Conditions, art. 5.

### 6. Obligations of the Insured in case of a claim

**Any curtailment must be authorised and organised by the 24h Emergency Service.**

The **Insured** must alert **Inter Partner Assistance S.A.** promptly if one of the afore mentioned events occur. In order to obtain authorisation to curtail, **Inter Partner Assistance S.A.** should be contacted by telephone within 24 hours. A written report with substantiating documentation must subsequently be sent within 31 calendar days from the return to **Italy**.

**6.1** The **Insured** must provide **Inter Partner Assistance S.A.** with the following original documentation:

- a. **Insurance** certificate, booking documentation and invoices;
- b. in case of serious and unforeseeable illness of a **Close Relative**, a medical certificate specifying the diagnosis, the anamnesis, pathology and prognosis; in case of death, a death certificate.

**6.2** Failure to observe any one of the obligations mentioned in the previous paragraphs may result in the total or partial loss of compensation, as per art. 7, final subparagraph of the General Conditions.

### 7. Excess

This **Cover** is provided with an **Excess** of €80 per person payable by the **Insured** unless the optional cover **Excess Waiver** was purchased.

## SECTION D – PERSONAL ACCIDENT

### Special Conditions

*Cover is provided for the amounts indicated in the Schedule of Cover and if the relevant premium has been paid.*

#### 1. What is covered

The **Insurance** provides cover if the **Insured** is victim of an accident caused solely by accidental, violent and external impact with a visible object and said accident is the direct and single cause of the death or permanent disability of the **Insured** within 12 months of the event, he will receive compensation in conformity with the insured sums indicated in the Schedule of Cover relating to the specific cover purchased and if the relevant premium has been paid.

a. Death

b. Total and permanent disability – Permanent and absolute incapacity of the **Insured** to carry out a commercial or gainful occupation of whatever kind for 12 months and where, at the end of said period, there is no possibility of improvement as confirmed by a medical specialist appointed by **Us**.

#### 2. Exclusions

Events caused by the following are excluded from the **Insurance**:

- a. ongoing serious medical conditions, chronic or recurrent, that occur prior to the date of issue of the Policy;
- b. medical conditions that occur after the date of issue of the policy, unless said condition is promptly declared and accepted by the **Company**;
- c. mental disorders, apoplectic fits, convulsions and other mental pathological conditions, as well as inebriation, psychotropic drug abuse, use of narcotics and hallucinogens;
- d. if driving or a passenger on a moped, scooter or motorbike which has an engine size over 125 cc.;
- e. participation in sports activities as set out in the list in art. 5 General Exclusions letter k of the General Conditions as well as daredevil acts;
- f. injuries due to health treatments, surgery, radiation or infections, except where they are due to an accident;
- g. the wilful participation of the **Insured** in criminal acts, whether committed or attempted;
- h. the wilful participation in **Hazardous Activities** that may imperil the safety of the **Insured**, including non touristic safari tours and/or safaris involving firearms.
- i. Unless otherwise specified in this Section, reference should be made to the other exclusions in the General Conditions, art. 5.

#### 3. Compensation eligibility criteria

The **Company** shall indemnify the **Insured** according to ANIA charts (see Attachment n. 1):

a. In the case of Death: total compensation up to the policy limit.

b. For the case of Permanent Disability:

- The insurance cover operates with an **Excess** of 5%.
  - If the degree of permanent disability is less than or equal to 80%, compensation will be paid on the basis of the acknowledged disability degree.
  - If the degree of permanent disability is greater than 80%, compensation will be paid entirely except for the applied **Excess**.
- c. Permanent Disability and Death benefits are not cumulative; in case of death within 12 months from the **Event** for which the **Insured** has already received compensation, the **Company** grants the beneficiaries the difference between what has already been paid out and the insured limit in case of Death.

#### 4. Cumulative risk

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If the **Event** involves more than one Insured person, the maximum disbursement by the **Company** cannot exceed the sum of € 400,000 in total. In the event that the total sum of the **Event** exceeds this figure, the surplus cost shall be paid by the insured parties involved in said **Event** and divided proportionately between them.

### 5. Obligations of the insured in case of accident

- a. In case of accident, following telephone contact with **Inter Partner Assistance S.A.**, the **Insured** (or the beneficiaries in case of death) must send as soon as possible to **Inter Partner Assistance S.A.** a written report with a detailed description of the **Event**, giving the place, day and time thereof, together with a medical certificate and the report of any authority involved.
- b. The cause of the injury must be certified by further medical documentation until the condition is completely cured or stabilised.
- c. In case of admission to a hospital or clinic, the **Insured** must send a certified copy of the original of the medical records and any document, whether medical or not, required by **Inter Partner Assistance S.A.**
- d. The **Insured** or the beneficiaries must, in any case, allow **Inter Partner Assistance S.A.** to undertake investigations, evaluations and tests, including those of a medical nature, on the **Insured**, considered necessary in the judgement of **Inter Partner Assistance S.A.** to determine the amount of compensation.
- e. Failure to comply with the obligations relating to the reporting of the accident and/or subsequent obligations, as per the previous subparagraphs may result in the total or partial loss of the right to compensation, pursuant to art. 1915 of the Civil Code.

## SECTION E – TRAVEL DELAY AND MISSED DEPARTURE

### Special Conditions

Cover is provided for the amounts indicated in the Schedule of Cover and if the relevant premium has been paid.

#### 1. What is covered

The **Company** shall reimburse the costs incurred by the **Insured** as a consequence of:

##### a. Travel Delay

##### b. Missed Departure.

#### 2. Travel delay (only valid for Elite policies: Individual, Family and Annual Multitrip and the Student Plus Policy)

The present cover is valid only if the international arrival time of the **Insureds' Outward/Return Trip** occurs more than 8 hours after the arrival time stated on **the Insured's** ticket or as per the itinerary established by the Tour Operator or Travel Agent, due to one of the following reasons:

##### 2.1 strike or union dispute;

##### 2.2 adverse weather conditions with consequent disruption to the timetables of scheduled public transport, which has been **Booked in Advance by the Insured**;

##### 2.3 malfunction/breakdown of road, train, air or boat public transport, **Booked in Advance by the Insured**, occurring after the start of the insurance cover.

Upon the occurrence of one of events stated above, **2.1, 2.2 or 2.3**, the **Insured** will be compensated as follows:

##### a. Travel delay – a sum as laid down in the Schedule of Cover for the first full 8 hours and for each subsequent 12-hour period, up to the maximum sum stated in the Schedule of Cover, or

##### b. Cancellation – the **Insured** has the right to cancel the trip before the start of the **Outward Trip** following a delay of more than 24 hours. **The Company** will reimburse **the Insured** for any irrecoverable travelling costs or penalties paid for accommodation, or other costs prepaid in **Italy** prior to departure. In this case an excess will be charged equivalent to 15% of the amount of the penalty (with a minimum of € 80.00 per **Insured**).

#### 3. Missed Departure.

*This Section doesn't provide coverage for trip Cancellation.*

If the **Insured** fails to appear at the international departure point due to delay and misses the booked trip because of accidents or electrical or mechanical breakdown of the means of transport being used, cover operates as follows:

##### a. with regard to **the Insured's** journey to the international departure point before the start of the **Outward Trip from Italy**;

##### b. with regard to **the Insured's** journey to the international departure point before the start of the **Return Trip to Italy**;

- **The Company** will reimburse **the Insured** up to the limit specified in the Schedule of Cover for additional travelling costs necessarily and reasonably incurred for the purchase of another ticket for travel within 7 days from the original departure date.

#### 4. Obligations of the Insured in case of a claims arising

##### a. The **Insured** must make every effort to arrive at the departure point before or at the time stated on the itinerary, ensuring that, where it is necessary to use a means of transport to reach the departure point, the chosen means is in good condition and is suitable for the journey and that the journey to the departure point starts in good time.

##### b. If the means of transport does not enable the departure point to be reached due to a chance **Event**, force majeure or malfunction thereof that occurs during the journey to the departure point, the **Insured** must provide documentary evidence of this.

##### c. In case of a breakdown of the **means of public transport**, the **Insured** must produce documentation detailing the extent of the delay.

##### d. In compliance with art. 2 above, the **Insured** must check in as directed in the travel itinerary of the Tour Operator or Carrier, and obtain written confirmation specifying the reason and exact duration of the delay from the Tour Operator or Carrier.

##### e. Failure to comply with any one of the preceding obligations may result in the total or partial loss of the right to compensation, pursuant to article 1915 of the Civil Code.

#### 5. Excess

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- a. in case of Cancellation of the Trip following a delay of more than 24 hours, an **Excess** shall be applied, equivalent to 15% of the Cancellation penalties, with a minimum of € 80.00 for each **Insured**;
- b. in case of Travel Delay, no **Excess** is applicable;
- c. in case of Missed Departure, an **Excess** of € 80.00 is applied for each **Insured**;
- d. In case of **Missed Departure** the **Excess** will not be applied if the optional cover (**Excess Waiver**) is purchased at the time of purchasing the policy.

### 6. Exclusions

The **Insurance** does not cover:

- a. should the international arrival time of the **Insureds' Outward/Return Trip** occur under 8 hours of the arrival time stated on the **Insured's** ticket;
- b. cancellation of the service, temporary or otherwise, of a **means of public transport**, on the recommendation of the civil aviation body or port authority or similar body in any country;
- c. circumstances that could have easily been foreseen or mass action (**Strike**) announced in the media in advance;
- d. in compliance with art. 3, the internal legs of the trip, stopovers or connections;
- f. any **Event** arising as a result of inability of a carrier to guarantee any part of a booked trip;
- g. unless otherwise specified, please refer to the other exclusions in the General Conditions, art. 5.

## SECTION F – PERSONAL LIABILITY

### Special conditions

Cover is provided for the amounts indicated in the Schedule of Cover and if the relevant premium has been paid.

#### 1. What is covered

The **Insured** will be compensated for all the sums payable for which they have personal liability for events that occurred during the **Insurance Period** which caused:

1.1 Physical injuries or death of any person who is not a member of the **Insureds Family, Travelling Companions** or persons employed by the **Insured**.

1.2 Damage to property:

a. not belonging to the **Insured**, or

b. in the charge of or under the control of the **Insured** or a member of the **Insureds' family** or a **Travelling Companion**.

1.3 The above-mentioned cover are provided up to the maximum sum indicated in the Schedule of Cover.

#### 2 Limitation on travel to the USA and Canada

For accidents occurring in the USA and Canada, **Cover** is provided within the limit of 80% of the maximum sum of the policy and with the exclusion in any case of punitive or exemplary damages.

#### 3. Management of Disputes – Costs of Opposition

3.1 The Company assumes – should the specific need arise – on behalf of the **Insured**, the legal and out-of-court management of civil, criminal and administrative disputes and has the right to appoint its own legal or technical experts and to make use of all rights and actions to which the **Insured** is entitled.

3.2 The **Insured** is obliged to cooperate and to enable the afore-mentioned disputes to be managed in the most effective way, appearing in person when called upon to do so. To this end the **Insured** undertakes, when the accident is reported or after the claim is made, to notify the Company of whether or not there were any witnesses to the facts.

3.3 The Company is entitled to claim for damages against the **Insured** for the non-fulfillment of these obligations.

3.4 The Company shall bear all costs sustained in challenging any action filed against the **Insured** up to a quarter of the maximum amount insured for each accident. Where the sum owed to the injured party exceeds the policy maximum, the costs shall be split between the Company and the **Insured** in proportion to their respective interests.

3.5 The Company does not reimburse costs sustained by the **Insured** for legal or technical experts not appointed by it..

#### 4. Third party exclusion from the dispute

The following are not deemed Third parties and may not therefore be compensated:

4.1 Family members of any kind or degree,

4.2 Persons insured with the same **Travelling Companion** Certificate,

4.3 The legal representative or guardian of the **Insured**,

4.4 The business partner or co-owner of a business, persons employed by the **Insured** or who have business relations with him/her,

4.5 Any family member or cohabitant of the legal representative of the **Insured**, business partner or co-owner of a business, member of staff, anyone belonging to the same group of tourists, association or club of any kind whatsoever.

#### 5. Exclusions

**Cover** does not include damage deriving from:

a. contractual liability as the **Insurance** is limited to extra-contractual liability due to an illegal act;

b. the exercise by the **Insured** of a professional or working activity, whether private or public, the undertaking of positions, including honorary, the engagement in and/or organisation of **Hazardous Activities** or unusual activities;

c. acts voluntarily made by the **Insured**;

d. events that are not documented by specific complaint to the Competent Authorities;

e. transmission of a disease by the **Insured**;

f. ownership, possession or use of animals;

g. possession or use of firearms, or arms of any type;

h. the use or occupation of land and buildings owned or related to the **Insured**;



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- i. owning, using or driving a motor and non-motor vehicle. Please note: if the **Insured** hire a car or motor vehicle whilst abroad, **he/she** must obtain appropriate insurance cover through the hire company, as this not covered under this **Policy**;
  - j. owning, using or driving a motor boat, boats without a motor which are longer than 6.5 metres or aircraft;
  - k. hunting, boxing, wrestling in its various forms, surfing, windsurfing, kitesurfing, cycling and sailing;
  - l. participation in any type of race or competition, including training and preparation;
  - m. loss, theft or damage to the property of third parties that are in the hands or in the safekeeping of the **Insured**.
  - n. any **Event** where the **Insured** admits liability without first having received the consent of the **Company**;
  - o. unless otherwise specified, reference should be made to the exclusions in the General Conditions, art. 5.
- Cover also excludes:
- p. fines or penalties related to the event reported;
  - q. legal costs sustained by the **Insured** in his/her defense that haven't been authorized by the **Company**;
  - r. criminal justice costs;
  - s. damages caused to persons other than Third Parties.

### 6. Excess

- a. an **Excess** is applied to each claim, in the amount of € 500, payable by the insured.
- b. the **Excess** will not be applied if the optional cover has been purchased (**Excess Waiver**) at the time of purchase of the policy.

### 7. Obligations of the Insured in case of a claim arising

- a. in case of accident, the **Insured** must contact PKC Associates Ltd on +39 0541 51171 or email at [assiviasinistri@pkctravelinsurance.com](mailto:assiviasinistri@pkctravelinsurance.com) within 3 days from when the accident occurred or when it came to their attention.
- b. The **Insured** must take follow-up action as soon as possible by sending further details and information on the facts on how the damaging event occurred which came to his attention, as well as the documents, in particular the compensation applications of the third party, and all legal acts (citations, payment injunctions, etc.) relating to the accident which subsequently come into his possession.
- c. If the **Insured** omits or wilfully or fraudulently delays the submission of the damage report and the sending of the subsequent documentation, the **Company** has the right to refuse or reduce payment of the damage in relation to the prejudice incurred, pursuant to art. 1915 of the Civil Code.

### 8. Limitation

Art. 11 of the General Conditions shall apply.

## SECTION G – LEGAL EXPENSES

### Special conditions

Cover is provided for the amounts indicated in the Schedule of Cover and if the relevant premium has been paid.

#### 1. What is covered

The **Company** will indemnify the costs and legal expenses incurred by the **Insured**, or his legal representatives during legal process carried out by the **Insured** or his legal representative, for compensation and / or damages resulting from injury or death of the insured, during the period of insurance, up to the maximum established in the Schedule of Cover.

#### 2. Third party exclusion from the dispute

The following are not deemed Third parties and may not therefore be compensated:

- 2.1 Family members of any kind or degree,
- 2.2 Persons insured with the same Certificate, **Travelling Companion**,
- 2.3 The legal representative or guardian of the **Insured**,
- 2.4 The business partner or co-owner of a business, persons employed by the **Insured** or who have business relations with him/her,
- 2.5 Any family member or cohabitant of the legal representative of the **Insured**, business partner or co-owner of a business, member of staff, anyone belonging to the same group of tourists, association or club of any kind whatsoever.

#### 3. Exclusions

There will be no compensation for:

- a. Requests for compensation pursued against Online Travel Agencies (OLTA), Tour Operators, Travel Agencies, Carriers, hotels, holiday apartments, residences etc., Insurers or Insurance Agents.
- b. Legal costs and expenses incurred before that consent has been obtained by the **Company**.
- c. Claims submitted more than 120 days after the **Event** giving rise to the injury or death of the **Insured**.
- d. Any claim for any amount in respect of which legal fees are subject to payment of compensation (with payment of any foreseeable legal fees).
- e. Legal costs for the defense of the **Insured** for fraudulent events.

## SECTION H – PERSONAL POSSESSIONS AND DELAYED BAGGAGE

### Special conditions

Cover is provided for the amounts indicated in the Schedule of Cover and if the relevant premium has been paid.

#### 1. What is covered

The **Company** shall compensate the **Insured** for the following risks:

- a. theft, mugging, robbing or damage of personal possessions, baggage, clothing items and personal effects belonging to the **Insured** up to the maximum sum stated in the Form. Please Note: the assets insured shall be settled by compensation and not on the basis of new or replacement cost.

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b. In the event that the **Insured** is temporarily without personal baggage during the **Outward Trip** for a period longer than 12 hours from the time of arrival at destination, due to delayed delivery by the airline, bus or rail company, compensation shall be paid for the purchase of **Basic Necessities** up to the maximum amount stated in the Schedule of Cover.

### 2. Compensation eligibility criteria

2.1 In case of claim, the **Company** shall provide reimbursement up to the maximum sum, based on the following criteria:

- a. For property destroyed, lost or stolen, the current value.
- b. For damaged property, the compensation shall represent the cost of repair where this does not exceed the current value and in this case the limit of compensation cannot be greater than said value.
- c. The damage shall be settled, taking into account the sum reimbursed by the Carrier, accommodation facility or tourist organisation responsible for the damage and will be paid up to the sum insured as indicated in the Schedule of Cover.

2.2. Without prejudice to the sums insured and the maximum reimbursable amount, the **Insurance** is valid within the following limits:

- a. The maximum reimbursable sum for each item, pair or set, is specified in the Schedule of Cover.
- b. The liability of the **Company** with regard to **Valuables**, is limited to the total sum indicated in the Schedule of Cover.
- c. The liability of the **Company** relating to contact or corneal lenses, spectacles for which a medical prescription is required is limited to the maximum reimbursable sum per item, pair or set, as specified in the Schedule of Cover of the policy purchased. A camera or video camera complete with all accessories, bracelet or necklace with a set or any similar item or pair of items shall be considered as a single item.
- d. filming and photography equipment is only guaranteed if carried by the **Insured**.
- e. The liability of the **Company** regarding **Sports equipment** is limited to a total of € 300.
- f. The liability of the **Company** relating to golf equipment (if the correct premium has been paid) is limited to the sum of € 1,000 with a sublimit of € 300 for each individual item. If the **Insured** is temporarily without golf equipment for a period of more than 24 hours from the time of arrival at destination due to delayed delivery by the airline carriers, compensation of € 30 will be paid for each full 24-hour period, up to a maximum of € 300.
- g. If at the time of loss or damage, the value of the **Insured's** property is greater than the sum insured under this section, the **Insured** shall be considered as their own insurer for the difference and, consequently, shall bear the cost of proportional amount of the loss.
- h. The total reimbursable sum for obtaining a new passport to enable the **Insured** to return to **Italy** shall be € 200.
- i. In case of theft or definitive loss of **Insureds Baggage** or personal effects, for all items for which it is not possible to provide a receipt, the **Company** will reimburse a maximum of € 50 per item, up to a maximum compensation of € 100.
- j. In the event of **Delayed Baggage**, where the **Insured** is unable to provide tax receipts or other proof of purchase of the goods involved in the accident, the **Company** has the right to refuse reimbursement or at its own discretion to pay a lump sum which nevertheless shall not exceed the sum of €100;
- k. The amount paid to the **Insured** will be calculated taking into account compensation received from other parties such as airline, hotel etc., and up to the amount insured as per the Schedule of Cover.
- l. Jewellery is covered only if it has been kept in a locked safe or worn or transported in a secure manner by the **Insured**;
- m. In the event that the **Baggage** is permanently lost, the sum already paid for **Delayed Baggage** will be deducted from the final compensation.

### 3. Exclusions

The **Insurance** does not cover:

1. events caused by negligence, recklessness or carelessness of the Insured;
2. events for which the Insured hasn't done everything possible to avoid or limit the damage (art. 1914 CC);
3. events for which there is no sign of breaking and entering, in case of theft occurred in a vehicle or accommodation premises;
4. events related to security checks and baggage inspections carried out by Public Authority (eg. TSA in the US);
5. loss or damage that occurred whilst the item was in the custody of the carrier, unless the carrier can prove that the **Insured** reported an irregularity with regard to the property (P.I.R. – Property Irregularity Report Form).
6. loss or damage caused by wear and tear, detriment or deterioration, cleaning, repair or renovation, atmospheric or climatic conditions, clothes moths or parasites, electrical, mechanical failures or breakdowns;
7. loss, theft or damage to dental prostheses; hearing aids; mobile telephones; mobile phone peripherals and battery chargers; smartphones; money in any form; bonds; vouchers; sureties; stamps or documents of any kind; cigarettes; electronic cigarettes and cigars; vehicles or accessories; antiques; musical instruments; paintings; **Sports Equipment** while you are using them; boats and/or auxiliary equipment; including surfing; windsurfing and sailing equipment; camper van and caravan awnings; glass; porcelain china; perishable goods or other fragile and breakable goods.
8. loss, theft or damage to property sent as goods or with a Bill of Lading.
9. loss, theft or damage to property or items borrowed or hired.
10. loss due to delay, detention, confiscation, requisition or damage by customs or other officials or authorities.
11. theft of **Personal Possessions and Baggage** from inside the vehicle if:
  - a) it was not locked;
  - b) it was not broken into;
  - c) the **Personal Possessions and Baggage** was visible from outside the vehicle;
  - d) the theft was between 21.00 and 09.00.
12. loss, theft or damage to items carried on a vehicle roof-rack;
13. loss or theft with forced entry from an unattended motor vehicle unless all the items have been locked in the boot or glove compartment. **Valuables** are not covered. The loss or theft must be confirmed in a written police/local authority report;

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14. Any claims due to loss, theft or damage of valuable items/jewellery whilst engaging in any activity in water or in a related area (sea, beach, swimming pool or water parks, etc);
15. theft of property left unattended unless they have been left in **the Insureds** locked holiday accommodation and there has been a break-in substantiated by a report made to the local Police.
16. loss or theft of **Valuables** in a suitcase or travel bag, handbag or similar container, if included in the baggage delivered to the carrier or to third parties or if the **Insured** has not taken reasonable care;
17. liability relating to a pair or set of items is limited to the part lost or damaged;
18. telephone calls and/or travel costs, except those necessary to obtain a replacement passport as indicated above;
19. any claim for which we believe the **Insured** have not shown reasonable care in protecting their property and they have acted as if they were not insured;
20. for property that is left unattended in a public place;
21. damage to suitcases, travel bags or similar baggage, unless the damaged item is unusable;
22. loss, theft or damage to samples or commercial items, or property used for **the Insureds** commercial or financial activities unless the Business Extension has been purchased and the relevant premium paid;
23. damage caused by broken glass or bottles, leaks of powder or liquids from containers placed in **the Insureds** baggage, perishable items or any other fragile item;
24. unless otherwise specified, reference should be made to the other exclusions in the General Conditions, art. 5.

### 4. Excess

- a. Any personal **Baggage** claim shall carry an **Excess** of € 80 per **Event** and per person.
- b. For golf equipment the **Excess** will be € 100 per **Event** and per person.
- c. For **Valuables** the **Excess** is € 80 per **Event** and per person.
- d. For **Travel Documents** the **Excess** is € 80 per **Event** and per person.
- e. In case of delayed delivery of the Baggage no excess is applicable;
- f. the **Excess** will not be charged if the optional cover (**Excess Waiver**) was purchased at the time of signing of the policy.

### 5. Obligations of the Insured in case of a claim

The **Insured** must take all necessary precautions to take care of the insured property.

- 5.1. The **Insured** shall be responsible for sending us a report from the Competent Authorities relating to the claim forwarded under this section of the Certificate.
- 5.2 In case of damage and/or loss of baggage handed over to the carrier, the following should be attached to the claim:
  - a. copy of the Property Irregularity Report (P.I.R.) issued by the airports' Lost & Found.
  - b. copy of the claim letter sent to the carrier requesting compensation and reply from said carrier.
  - c. invoices, original receipts, proving the type and value of the damaged or lost goods and their date of purchase.
  - d. repair invoice or statement of irreparability of the damaged or stolen goods written on headed paper from a retailer or specialist shop.
  - e. in case of lost luggage, it is necessary for the **insured** to send **Us** a written confirmation from the carrier, that states that the baggage is effectively lost.
- 5.3 In case of delayed delivery of the **Baggage**, the **Insured** must supply the receipts documenting the cost and nature of the **Basic necessities** purchased in order to forward the claim, together with written confirmation of the exact duration of the delay issued by the carrier or a delivery receipt issued by a courier. If the baggage is permanently lost, the sum already paid for Delayed Baggage will be deducted from the final compensation.
- 5.4 In case of **Personal Possessions** and/or **Baggage** theft or damage caused by criminal action, the **Insured and/or Contractor** must submit by registered letter with receipt notification within 31 days of the return to **Italy**, the following documentation:
  - a. Written police report obtained from the nearest Police station within 24 hours from the Event occurred containing the full list of items stolen or damaged;
  - b. original invoices, receipts, showing the type and value of the damaged or stolen goods and their date of purchase;
  - c. repair invoice or declaration of irreparability of the items damaged or stolen written on headed paper by a dealer or specialist in the sector.
  - d. written confirmation from the carrier detailing the exact duration of the delay.
- 5.5 In case of damaged possessions, the **Company** can ask the **Insured** to send photographs that prove the damage. Should this not be visible, the **Company** can request the **Insured** to send the item to its premises in order to ascertain the damage.
- 5.6 Failure to comply with any one of the preceding obligations in art. 5 may result in the total or partial loss of the right to compensation, pursuant to article 1915 of the Civil Code.

### 6. Wilful or gross negligence of the Insured

The **Company** is not obliged to pay compensation for damage caused by wilful or gross negligence of the Contractor and the **Insured**, as laid down in art. 1900, subparagraph 1, of the Civil Code.

## SECTION I – CANCELLATION

### Special conditions

*Cover is provided for the amounts indicated in the Schedule of Cover and if the relevant premium has been paid.*

Cover starts from the day the policy was issued until the date of departure and in any case ends once the first service has been used or once the travel destination has been reached.

### 1. What is covered

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The **Company** will compensate the **Insured** for all the travelling expenses they have paid or have undertaken to pay before departing and that cannot be recovered in relation to the part of the trip they are forced to cancel, up to the amount shown in the Schedule of Cover, provided that:

- a. the **Event** that caused the cancellation was unforeseeable at the time that the trip was booked;
- b. the cancellation was caused by this **Event**;

**For associated persons, the Cancellation cover is limited to events a and b of art. 2.**

### 2. Insured Events

The events listed in the previous article are insured if dependent on:

- a. death of the Insured or person connected to the **Insured**;
- b. accident or serious illness of the **Insured** or person connected to the **Insured**, such that the health conditions prevent travel;
- c. damage to the private dwelling owned by the **Insured** or of which they are the rightful owner or has personal use, due to fire, explosion, storm, lightning, flood, provided that the damage is extensive or required the presence of the **Insured** to ascertain and/or clarify the events and/or damage.
- d. citation or summons of the **Insured** to attend the criminal court or summons as juror;

### 3. Persons associated with the Insured

The following are considered persons associated with the **Insured**:

- a. **Close Relatives** of the **Insured**;
- b. Where the **Insured** is on a trip with two or more persons who are not **Close Relatives** or with other families, in case of Cancellation, the **Company** will cover the **Insured** directly involved and only one of the **Travelling Companions** providing they are named as an **Insured** person on the same Certificate.

### 4. Exclusions

#### The Insurance does not cover

- a. Claims for Cancellation not reported to PKC Associates Ltd within 3 calendar days of the day on which the **Event** occurred which caused the cancellation;
- b. Any claim following illness deriving from chronic or pre-existing medical condition of the **Insured**, **Close Relative** or **Travelling Companion**;
- c. Any claim for which the **Insured** has not reported the loss to all the insurance companies involved within the terms laid down by the individual insurance company, as per art.1910 of the C.C.;
- d. Any claim for Cancellation if due to incomplete or missing documentation necessary for the trip (passport, visas, identity card, vaccination certificates, etc.);
- e. The expenses incurred due to **the Insureds** refusal to travel or continue the trip or loss of interest in the holiday due to: financial difficulties; further expenses that will be incurred by the Tour Operator/supplier of services, hotel or airline; Delay in starting the holiday, or increase in the price by the Tour Operator/supplier of services due to increases in basic brochure prices;
- f. Expenses following circumstances that could have reasonably been foreseen at the time of booking of **the Insureds** holiday or issue of the Insurance Certificate;
- g. Any additional cost incurred as a result of lack of communication by the **Insureds** with the Travel Agency and/or Tour Operator and/or Carrier or Hotel immediately after becoming aware of the need to cancel or shorten the booked trip;
- h. Government provisions (with the exception of compulsory quarantine) or currency restrictions, acts or omissions or failures by the carrier, or accommodation facility or an agent through whom the travel agreements have been made;
- i. booking fees, online transaction costs, airport taxes, insurance premiums and visas.
- j. Any claim for Cancellation due to professional issues.
- k. Failure to communicate the address and landline telephone number where the persons indicated can be contacted as per point 5.2 Obligations of the Insured and/or Contractor.
- l. unless otherwise specified, reference should be made to the other exclusions set out in the General Conditions, art. 5.

### 5. Obligations of the Insured

**5.1** In case of a claim arising, the **Insured** or person acting on their behalf, within 24 hours of the event that resulted in the Cancellation is obliged:

- a. to promptly inform the company/companies with which the booking(s) for the trip have been made: accommodation facilities, airlines, online travel agencies, travel agency, Tour Operator or other service providers. **The Company** will reimburse the penalties charged on the date on which the **Event** occurred resulting in the Cancellation. Any increased penalty charged by the Tour Operator/service provider due to a delay by the **Insured** in reporting the Cancellation, shall remain payable by the **Insured**.
- b. To report the matter immediately by telephone to PKC Associates Ltd on tel. n° + 39 0541 51171 with details of the claim/**Event** and Insurance Certificate as well as the location during the illness of the **Insured** or of the person who caused the Cancellation. The **Insured** must communicate Surname, Forename, Address, even if temporary and landline telephone number to enable **the Company** to exercise its right to request a medical examination to confirm that the health of the **Insured** or the person that caused the Cancellation is such that they are unable to travel.
- c. The **Insured** must inform of the cancellation any other Insurance Companies which, together with **the Company**, also provide cover for the same event as per art. 1910 of the C.C. If the trip is a package deal organised by a Tour Operator, it is important to check the insurance cover included in the package.
- d. To send by email to [assiviasinistri@pkctravelinsurance.com](mailto:assiviasinistri@pkctravelinsurance.com) or by fax on +39 0541 709258 a copy of the medical certificate detailing the illness that led to the Cancellation and the number of days of prognosis. In order to verify that the above

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documentation has been sent within 24 hours of the event, PKC Associates Ltd will check the date the email or fax was sent by the **Insured**.

**No compensation will be paid for events reported after 3 calendar days from the day on which the event occurred that resulted in the cancellation.**

**5.2** The **Insured** must send to PKC Associates Ltd the following original documentation:

- a.** **Insurance** certificate, booking documents and invoice detailing the cancellation penalties;
- b.** in case of accident, unforeseeable serious illnesses, pregnancy at risk, a medical certificate with details of the diagnosis, pathology and prognosis and the impossibility of undertaking the trip;
- c.** in case of death, death certificate;
- d.** in case of damage to material assets, adequate certification (e.g. a police report);
- e.** in case of cancellation of a holiday home, camper or caravan booking, written confirmation by the subject or the legal representative of the body or **Company** which held said assets, confirming the impossibility of rebooking the asset within said period.
- f.** to communicate the existence of another travel **Insurance** purchased for the same journey.

**5.3** At the request of PKC Associates Ltd, the **Insured** must:

- a.** submit a certificate of inability to work and if necessary a medical certificate from a specialist;
- b.** allow PKC Associates Ltd to investigate the inability to travel due to accident or serious unforeseen illness confirmed by a medical certificate from a specialist;
- c.** agree to medical tests and, if necessary, a medical examination at the **Insureds Residence** to confirm that the health of the **Insured** or person associated with them responsible for the cancellation is such as to prevent them from participating in the trip.

**5.4.** failure to comply with any one of the obligations set out in the previous paragraphs may result in the total or partial loss of the right to compensation as per art. 7 of the General Conditions.

## 6. Excess

- a.** In case of illness without admission to hospital, the **excess** will be equal to **10%** of the cancellation charges, with a **minimum of €80** per person for the account of the **Insured**.
- b.** In case of death or hospital admission with a minimum stay of 3 days, an **excess** of € 80.00 will be applied for each **Insured**.
- c.** For all other cases, the excess is 15% of the penalty.
- d.** If the **Insured** or the person acting on their behalf, does not report the **claim within 24 hours from the Event** resulting in the cancellation (as specified in the Obligations of the **Insured**), the percentage excess payable by him shall **increase to 30% of the penalty** (with a minimum of €80) per **Insured**.

## 7. Maximum sum insured

The overall sum insured for each holiday booking is € 10,000.

## 8. Compensation eligibility criteria

ERV will reimburse the existing cancellation penalties on the date on which the event occurred (Art. 1914 of the Civil Code). Therefore, if the **Insured** cancels the trip after the **Event** occurred, the **Insured** will be liable for the possible penalty increase. If the sum insured is inferior to the trip cost, in the event of a claim arising, the **Company**, pursuant to art. 1907 of the Civil Code, will pay a proportionally reduced amount with the subsequent application of the **Excess**.

## SECTION I – CAR HIRE EXCESS

### Special conditions

*Cover is provided for the amounts indicated in the Schedule of Cover and if the relevant premium has been paid.*

### 1. What is covered

The cost of the Policy Excess charged by the Car Hire Insurance taken out with the **Rental Vehicle Company**, in the event of a claim resulting from the following **Events** occurred to the Insured's Rental Vehicle:

- a.** damage due to accident (including damage to the windows, tiers, roof and undercarriage);
- b.** damage due to fire or vandalism;
- c.** theft or mechanical failure;
- d.** towing costs relating to the damage due to accident, act of vandalism, fire or mechanical failure.

### 2. Compensation eligibility criteria

In case of a claim, the **Company** shall provide reimbursement up to the maximum sum, based on the following criteria:

- a.** The **Insured** must be aged between 21 and 69 years old to be able to benefit from this guarantee.
- b.** The claim must be settled by the **Rental Vehicle Company**, before the **Insured** can request compensation to the **Company** under this Section.
- c.** The car hire excess applied by the insurance of the **Rental Vehicle Company** is covered if the **Events** described in Paragraph 1 of this Section, are also covered and specified in the terms and conditions of the latter.
- d.** For the Annual Multitrip Elite policy, the cumulative limit for this Section is equal to the amount shown in the Schedule of Cover.
- e.** The **Rental Vehicle Company** from which the **Insured** has purchased insurance, must have full license issued by the competent authority of the place where the Insured collects the vehicle.
- f.** The Insured must have a signed **Rental Vehicle Agreement**.
- g.** The Insured must be named on the **Rental Vehicle Agreement**.
- h.** The maximum sum insured shown on the Schedule of Cover is intended per **Rental Vehicle Agreement** and not per person insured.

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### 3. Exclusions

The **Insurance** is not valid for:

- a. Any claim where the **Insured** hasn't met the terms and conditions of the **Vehicle Rental Agreement**.
- b. Any claim where the **Insured** isn't in direct control of the Rental Vehicle.
- c. Any claim where the **Insured** does not possess a full Italian driving license and that is valid in the Country of travel.
- d. Any claim where the **Insured** is driving where unfit to do so, or against any medical advice, or where the Insured is taking medication that advises against driving.
- e. Any claim where the **Insured** has purchased insurance that covers the same risk.
- f. Any specialist or non-standard Rental Vehicle, such as a sports car, high-performance car or classic car.
- g. Any non-licensed vehicle, and any vehicle not considered to be (and not licensed as) a passenger motor car, including but not limited to motor homes, commercial vehicles, mini-buses, trailers and caravans, and any vehicle with more than 9 seats.
- h. The use of the Rental Vehicle for anything other than recreational or business use as a passenger car, such as competitions, rallies or trails.
- i. Damage or loss of the contents of the vehicle that do not belong to the **Insured** (such as any property installed and owned by the Rental company, car manuals and accessories such as first aid and tool kits).
- j. The use of the Rental Vehicle whilst not on a Public Highway, or recognized official public Road Traffic Area.
- k. Your incorrect usage of the Rental Vehicle, such as filling the fuel tank with the incorrect fuel type.
- l. Any other vehicles other than the Rental Vehicle.
- m. Loss or damage to the Rental Vehicle arising from wear and tear, depreciation or deterioration, any process of cleaning, repairing or restoring, atmospheric or climatic conditions, moth or vermin.
- n. Any expenses incurred other than the specific charge for the Policy Excess under the Car Hire Insurance under the terms and conditions of the Vehicle Rental Agreement, resulting from damage or loss to the insured Rental Vehicle as described under paragraph 1 "What is covered" above.
- o. Any Vehicle Rental Agreement that has commenced prior to the issue of this Policy.
- p. Any claims exceeding the Policy Limits stated under the Schedule of Cover.
- q. Unless otherwise specified, reference should be made to the other exclusions in the General Conditions, art. 5.

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**Attachment 1 – ANIA Invalidity Chart**

DESCRIPTION	PERCENTAGE	
	Right	Left
Total, Anatomical or functional loss of:		
- an upper limb	70%	60%
- hand or forearm	60%	50%
- thumb	18%	16%
- index finger	14%	12%
- middle finger	8%	6%
- ring finger	8%	6%
- little finger	12%	10%
- unguis phalanx of the thumb	9%	8%
- phalanx of the other fingers of hand	1/3 of finger	
Scapulohumeral ankylosis with limb in favorable position, but with immobility of the scapula	25%	20%
Ankylosis of elbow angle between 120° and 70° with free pronation and supination	20%	15%
Ankylosis of elbow in rectilinear extension (with free pronation and supination)	10%	8%
Complete paralysis of the radial nerve	35%	30%
Complete paralysis of the ulnar nerve	20%	17%
Total, Anatomical or functional loss of a lower limb:		
- above the middle of the thigh	70%	
- below the middle of the thigh but above the knee	60%	
- below the knee but above the middle third of the leg	50%	
Total, Anatomical or functional loss of:		
- one foot	40%	
- both feet	100%	
- one hallux	5%	
- another toe	1%	
- unguis phalanx of the hallux	2.5%	
Ankylosis of the hip in favorable position	35%	
Ankylosis of the knee in extension	25%	
Tibiotalar ankylosis at a right angle	10%	
Tibiotalar ankylosis with lower astragalic ankylosis	15%	
Complete paralysis of the external popliteal sciatic nerve	15%	
Total loss of sight in one eye	25%	
Total loss of sight in both eyes	100%	
Complete hearing loss in one ear	10%	
Complete hearing loss in both ears	40%	
Absolute unilateral nasal stenosis	4%	
Absolute bilateral nasal stenosis	10%	
Results of displaced fracture of a rib	1%	
Results of amyletic somatic fractures with wedge-shaped deformation of:		
- a cervical vertebra	12%	
- a dorsal vertebra	5%	
- 12° dorsal	10%	
- a lumbar vertebra	10%	
Results of a sacral metamer's fracture	3%	
Results of a coccyx metamer's fracture with deformed callus	5%	
Consequences of a cervical sprain with muscle contracture and limited movement of the head and the neck	2%	
Anatomical loss of a kidney	15%	
Anatomical loss of the spleen without significant impairments of the blood crisis	8%	