

The following document is an extract of the general terms and conditions of the policy subscribed by the tour operator for the insured person, which is issued by the Contractor to inform the Insured person of the conditions agreed upon with Europ Assistance. The implementation of these terms and conditions is subject to the validity of the policy.

## TOUR OPERATOR TRIPS

### GENERAL TERMS AND CONDITIONS OF THE POLICY FOR THE INSURED BENEFICIARIES

#### Medical assistance – Reimbursement of medical expenses – Insurance of baggage

The official version of this policy is the Italian version. All disputes arising therefrom will be conducted exclusively on the bases of the Italian version.

#### INFORMATIONAL NOTE TO THE CUSTOMER REGARDING PERSONAL DATA

Pursuant to article 13, of the Legislative Decree of 30<sup>th</sup> June 2003 n. 196 regarding the protection of the confidentiality of personal data (Privacy Law), we inform you of the following:

- That your personal and sensitive data, afterwards called the "Data", will be processed by Europ Assistance Italia S.p.A. using paper and electronic formats and/or automated for purposes regarding:
  - The managing and carrying out of the obligations that are contained in the Insurance Policy.
  - The fulfilment of legal, regulatory or European Community legislation, for example regarding anti-money laundering, and/or any relative measures laid down by public bodies.
- The processing of the Data is:
  - Necessary for executing and managing the Insurance Policy (1.a);
  - Obligatory on a legal, regulatory or European Community legislation basis, and/or on that of any relative measures, which have been laid down by public bodies (1.b).
- The Data can be communicated to the following parties defined as independent holders of the same:
  - Specific parties who have been entrusted by Assistance Italia S.p.A. with the supply of instrumental services or those necessary for fulfilling the obligations contained in the Insurance policy, both in Italy and abroad, such as, for example, parties entrusted with the filing and processing of the Data, Banks and credit institutions, valuers and forensic doctors.
  - Associative bodies like ANIA (National Association of Italian Insurers) and consortiums belonging to the insurance such as ISVAP (Italian Insurance Sector Regulatory Institute), the Judicial Authorities, as well as all those other parties to whom the communication of the Data is necessary in order to achieve the purposes referred to in point 1.a and 1.b.
  - Suppliers of assistance, subsidiary and affiliated companies of Europ Assistance Italia S.p.A. or that have been entrusted with tasks by it, either in Italy or abroad, in order to achieve the purposes referred to in points 1.a and 1.b, or to other insurance companies used for spreading the risk involved, through coinsurance and reinsurance. Furthermore, employees or collaborators, who have been entrusted, to deal with them, or Managers can know your Data.
- The Data are not subject to public distribution.
- The owner of the processing of the Data is Europ Assistance Italia S.p.A. You can ask for the list of the parties responsible for the processing of the Data, exercise the rights contained in article 7 of the Privacy Law and, specifically, obtain from the owner of the processing the confirmation of the existence of data regarding you, their communication and the indication of the logic and purposes of the processing, the cancellation, updating or the blocking of the Data, as well as being able to oppose, for legitimate reasons, the processing of the Data itself, by writing to: Europ Assistance Italia S.p.A. - Piazza Trento, 8 - 20135 Milano - Ufficio Protezione Dati.

#### DEFINITIONS

##### THE INSURED

The person resident in one of the countries included in the European Union and/or in Switzerland who has purchased a tour package with the contractor, whose interest is protected by the insurance.

The person resident in one of the countries not included in the European Union is intended as insured if a tour package is purchased with the contractor which has a destination exclusively to a country included in the European Union and/or in Switzerland.

##### LUGGAGE

The suitcase, trunk and objects for personal use contained therein which the insured takes with him/her on the Tour.

##### OPERATIONAL CENTRE

The organization of Europ Assistance Service S.p.A., Piazza Trento 8, 20135 Milan, Italy, formed by: doctors, technicians and operators, operating 24 hours a day, 365 days a year which, under the specific agreement subscribed with Europ Assistance Italia S.p.A., provides telephone contact on behalf of the latter with the insured person and organises and pays the service provided for in the policy with costs charged to Europ Assistance Italia S.p.A.

##### CONTRACTOR

The touring operator who is legally and financially registered in Italy and who subscribes to the policy, in favour of third parties, assumes the relative obligations.

##### COMMENCEMENT AND DURATION

The duration of the insurance for each insured person is equal to the duration of the tour transmitted by the contractor to Europ Assistance.

The maximum duration covering a continuous period of stay abroad during the validity of the insurance is of 60 consecutive days.

##### TERRITORIAL RANGE

The country or group of countries where the Tour takes place, duly notified to Europ Assistance, and where the insured person has suffered casualty that gives the right to claim for the services. For the insured person resident in European Union and/or in Switzerland these may be:

- ITALY
- EUROPE and the countries in the Mediterranean basin
- The WORLD

For insured people resident in countries which are not included in the European Union are:

Countries which are included in European Union and/or Switzerland

The services and warranties are valid:

For the insured resident in European Union and/or Switzerland:

- in the event of journeys by plane, train, coach or ship, from the departure station (airport, railway station etc. of the Package Tour) to that of arrival in the European Union at the conclusion of the Tour as organised by the contractor;
- in the event of journeys by car or by other means not covered in the previous point, for over 50 km from the place of residence in the European Union and/or in Switzerland.

For the insured resident in countries which are not included in the European Union

- in the event of journeys by plane, train, coach or ship, from the arrival date to a country in the European Union and/or in Switzerland to that of the departure date from one of the same at the conclusion of the Tour;
- in the event of journeys by car or by other means not covered in the previous point, on passing the frontier and Customs in one of the countries which are included in the European Union and/or in Switzerland.

##### EUROP ASSISTANCE

Europ Assistance Italia S.p.A. - Piazza Trento 8, 20135 Milan, Italy - an insurance company authorized by the Ministry of Industry, Commerce and crafts with decree no. 19569, dated June 2, 1993 (Official Gazette no. 152 dated July 1, 1993).

##### THEFT

The crime of which in art. 624 of the Italian Penal Code committed by anyone who comes into possession of the personal property of another depriving the owner of the possession in order to draw profit from the same for himself or for others.

##### INDEMNITY

Insurance which is not included in the assistance policy, and in case of casualty Europ Assistance will proceed with the reimbursement of the damages suffered by the insured person.

##### ACCIDENT

Casualty due to a violent and external fortuitous event that causes ascertainable body injuries.

##### MEDICAL INSTITUTE

A public hospital, clinic or nursing home either under the national welfare program or privately, legally authorised to provide medical assistance. Rest homes, health resorts and Spas are excluded.

##### ILLNESS

Alterations to the state of health not due to an accident.

##### SUDDEN ILLNESS

Acute and sudden illness of which the assured was unaware of and which is not a symptom of a previous pathological condition known to the insured.

##### PRE-EXISTENT ILLNESS

An illness which is a direct consequence of chronic pathological conditions or which already existed at the start of the policy.

##### MAXIMUM SUM INSURABLE

The maximum sum insurable, as established in the Policy, which Europ Assistance shall commit to indemnify and/or the assistance provided.

##### ASSISTANCE SERVICES

Assistance shall be provided to the Insured person at the time of need via the Operational Centre and costs will be borne by Europ Assistance.

##### ROBBERY

The crime, as provided for in Article 628 of the Penal Code, committed by anyone who comes into possession of the personal property of another through the infliction of violence or threats, depriving the owner of the possession and appropriating it to his own or others' unjust profit.

##### ADMISSION TO HOSPITAL

The permanency foresees at least an overnight stay.

##### BAG SNATCHER

The crime as provided for 624 and 625 n. 4 of the penal code, committed by anyone who comes into possession of the personal property of another by taking it away from ones hand or by tearing the item away from the person only to obtain for his own or others' unjust profit.

##### CLAIM

The individual fact or event that may occur in the period of validity of the Policy which determines the insured's request for assistance.

##### OVERDRAFT

Part of the amount expressed in percentage which obligatory remains debited to the insured person with a minimum expressed in a fixed amount.

##### JOURNEY

For insured beneficiaries resident in European Union and/or in Switzerland:

- in the event of journeys by plane, train, coach or ship, from the station of departure (airport, railway station etc. of the Package Tour) until the conclusion of the tour as organised by the contractor.
- in the event of travel by car of other means not covered in the previous point, at over 50 km from the place of residence in European Union and/or in Switzerland.

For insured beneficiaries resident in countries which are not included in European Union and/or in Switzerland:

- in the event of journeys by plane, train, coach or ship, from the date of arrival to a country included in the European Union and/or Switzerland to that of departure from one of the same countries at the conclusion of the Tour;
- in the event of journeys by car or other means not covered in the previous point, on passing the frontier and Customs in one of the countries which are included in the European Union and/or Switzerland.

#### LIMITS

The services offered by VIAGGI TOUR OPERATOR are supplied only once for each type provided within the duration of the tour.

The insurance guaranteed for insured luggage, personal property and for reimbursement of medical costs may be requested more than once for the duration of the tour on condition that the total cost shall not exceed the maximum sums insurable.

The services and warranties from VIAGGI TOUR OPERATOR do not include:

- Nervous or mental illness, illness due to pregnancy after the 26<sup>th</sup> week and due to childbirth.
- illnesses which are a direct consequence of chronic pathological conditions or which previously existed before the beginning of the tour.
- illnesses or accidents consequent upon or deriving from abuse of alcohol or psychoactive pharmaceuticals, also from the non-therapeutic use of narcotics and hallucinogens.
- Accidents due to the performance of the following activities: mountaineering with climbing a rock face or glacier, jumps from ski-jumps with skis or water-skis, piloting and use of bob-sleighs; aerial sports in general, reckless acts and all accidents suffered due to sports activities performed on a professional basis.
- organ explants and transplants.

#### INSURANCE AND ASSISTANCE - SERVICES

- 1)Medical Consultation

If the Insured should require an assessment of his/her state of health, he/she can contact the doctors at the Operational Centre and request a consultation by phone.

#### 2) Request for a doctor or an ambulance in Italy

If following a Medical Consultation (See Assistance Service 1) the Insured person needs to be examined by a doctor, the Operational Centre provide one of the Europ Assistance Italia S.p.A. listed doctors to the Insured's place of domicile at the expense of Europ Assistance. If one of the listed doctors cannot intervene personally, the Operational Centre shall arrange for the transfer by ambulance of the Insured to the nearest appropriate medical centre.

The assistance is provided from 8 p.m. to 8 a.m. from Monday to Friday and 24 hours a day on Saturdays, Sundays and holidays.

#### 3) Recommendation of a specialist abroad

If, following a Medical Consultation (See Assistance Service 1) the Insured person should require a visit to a Specialist, the Operational Centre shall supply the name of a Specialised doctor to the nearest location to him/her.

#### 4) The insured's return home

If in any moment, following an accident or a sudden illness the doctors of the Operational Centre together with the local doctor retain it necessary to provide the Insured with transportation to a Medical Centre in Italy or to return to their place of domicile in Italy or to their residence abroad as indicated in the Policy Form, the Operational Centre shall, with the costs borne by Europ Assistance Italia, arrange for his/her re-entry via the means and within the times as retained most appropriate by the doctors of the Operational Centre after consultation with the local doctor.

The following transport may be used:

- medical aircraft;
- scheduled airline, economy class and if necessary use of a stretcher;
- first class train and sleeping wagon if required;
- ambulance (with no limits for distance)

The operational centre will use the medical aircraft only if the claim occurs in Europe or the Mediterranean basin.

The transport will be entirely organised by the Operations Centre, including medical or nursing care during the journey, if considered necessary by the doctors of the Operational Centre.

The Operations Centre will use the medical aircraft only if the claim occurs in Europe or the Mediterranean basin.

Europ Assistance shall have the right to ask the insured for any unused rail or air tickets once it has arranged for the their return home.

In the event that the return to the place of residence in the country indicated in the Policy via the above means of transportation is not compatible with the clinical conditions of the Insured person, the service shall be provided to the location nearest to his/her residence, whether it is a medical centre, hotel or home of friends/family members where the patient can be cared for.

In this case Europ Assistance will meet the relative costs up to a maximum of €7.500. In the case of death of the Insured the Operational Centre shall arrange and provide for the transportation of the body to the place of burial in the country of their residence.

Europ Assistance will bear the relative costs of the transportation of the coffin to a maximum cost of €5.000; if this service requires payments of a greater sum, the service will become operational from the moment that Europ Assistance in Italy receives from the bank guarantees which they consider adequate, e.g. bank drafts, bank warranties

The services excluded are:

- infirmities or lesions which, in the opinion of the doctors of the Operational Centre could be treated on site or that do not prevent the insured from continuing the Tour.
- infectious diseases in cases in which transport would involve violation of national or international health regulations.
- Expenses relative to the funeral service and costs for the search for persons and/or recovery of the body.
- All cases in which the Insured or his family has voluntary signed the discharge from the hospital against the opinion of the doctors where the Insured was hospitalised.

#### 5) Repatriation with an insured family member

If, upon the assistance provided for the return home (See point 4) the doctors of the Operational Centre do not consider necessary medical assistance to the Insured during the journey and a family member wishes to accompany him/her to location of hospitalisation or to his/her place of residence, the Operational Centre shall provide for the return of the family member via the same transportation as the Insured. Europ Assistance shall have the right to request the unused return ticket of that family member.

The services excluded:

- living expenses of the family members.

#### 6) Repatriation of the other insured

When following medical repatriation of the insured,(see point 4) the insured persons travelling with the same, are unable, for some reason to return to their place of residence with the initial means of transport, the operational centre will provide them with a first class train ticket or an economy class airline ticket. Europ Assistance has the right to request the eventual unused return ticket.

Europ Assistance will meet the costs of the tickets up to a maximum cost of € 200,00 for each insured person.

#### 7) Journey of a family member

If the Insured is hospitalised for a period exceeding 7 days, the Operational Centre shall supply, with costs borne by Europ Assistance, a first class train ticket or an economy class return air

ticket to enable a family member to reach the hospitalised person.

The following is excluded from the service:

- Living expenses for the family member.

#### 8) Accompanying children

In any moment following an accident, illness or constrained circumstances, the insured finds it impossible to take care of insured children under 15 years of age which are touring with him/her, the operational centre will provide a first class return train ticket or economic class airline return ticket to permit a family member to reach the child, to look after and accompany them back to their place of residence. The expenses will be met by Europ Assistance.

Service excluded:

- Living expenses of the family member.

#### 9) Repatriation of the convalescent patient

When the insured person, following hospitalisation in a medical centre is unable to return home by the initial transportation, the Operational Centre provides a first class train ticket or economy class airline ticket and Europ Assistance will meet the costs of the ticket.

#### 10) Extension of the stay

If the Insured's state of health, certified by a written medical certificates, prevents the person from making the return journey to their place of residence on the established date. The Operational Centre shall provide for the hotel booking and Europ Assistance shall bear the expenses (bed and breakfast) for a maximum of 3 days from the established returning day with a total cost of €40 per day.

Services excluded:

- Hotel expenses other than room and breakfast.

#### 11) Urgent dispatch of medicines abroad

When the insured person is abroad and requires particular medicines duly registered in Italy but cannot be found on site and the doctors of the Operations Centre agree that the medicines, that can be found, are not equivalent. Therefore, it will be arranged to send the medicines by the fastest means, taking account of local regulations governing their movement and Europ Assistance will meet the costs for the dispatch of the medicines.

Services excluded:

- dispatch of particular medicines not registered in Italy;
- medicine expenses

#### 12) Interpreter abroad

If the insured person on Tour is hospitalised for illness or accident and finds difficulty in communicating with the doctors because he/she does not know the local language, the operational centre will provide an interpreter. Europ Assistance will meet the costs of the interpreter for a maximum of 8 working hours.

#### 13) Emergency expenditure cover

If the insured person on Tour has to meet unexpected expenditure and cannot do so directly and immediately, in consequence of accident, illness, theft, robbery, bag-snatching or non-delivery of baggage, the Operational centre will anticipate on behalf of the insured, invoices of maximum € 5.000,00.

If the amount of the invoices exceeds the total of €150, the service will take effect from the moment in which Europ Assistance in Italy has received bank or other guarantees that it considers adequate: bank drafts, bank warranties.

Services excluded:

- the transfer of currency which violates the current regulations in Italy or the country in which the insured is found;
- the insured person is unable to provide Europ Assistance with guarantees of reimbursement which the latter considers adequate;
- in countries where there is no Europ Assistance Branch or Correspondent.

Obligations of the insured person:

The insured person must communicate the reason for the request, total amount required, specify their address and to indicate references which allow Europ Assistance to verify the guarantee limit to reimburse the anticipated amount. The insured person must reimburse the amount within a month from the date that the anticipated amount was received. After that time, interest at the current bank rate is due, in addition to reimbursement of the sum anticipated.

#### 14) Return in advance

If the Insured person is abroad and must return to his/her place of residence before the planned date and with a transportation means other than the one originally foreseen, due to death as per the date on the death certificate issued by the Registry Office or by the hospital of one of the following members of his family: spouse / more uxorio cohabitant, son / daughter, brother, sister, parent, father-in-law / mother-in-law, son-in-law / daughter-in-law, the Operational Centre shall supply him/her, with costs borne by Europ Assistance, a first class train ticket or an economy class airline ticket, to enable him/her to reach the location where the family member died or where he/she will be buried.

If the insured person is travelling with an insured child, the Operational Centre will arrange for both to return. If the insured has to abandon the vehicle to return home early, the operational centre will provide an additional ticket to eventually recover the vehicle.

Services excluded:

- Cases where the Insured is not able to provide the Operational Centre with adequate information on the reasons for the request of an early return.

Obligations of the Insured:

- The Insured shall provide the original documentation relative to the request to return earlier within 15 days of the casualty.

#### 15) Anticipation for bail abroad

If the insured person is arrested or has threats of arrest and may have to deposit to the foreign authorities a fine to be freed and he may not be able to pay directly and immediately, the operational centre will pay the fine on behalf of the insured person.

Europ Assistance will anticipate the fine up to a maximum amount of €5.000 and will never exceed the same sum. This service will become operative from the moment in which Europ Assistance in Italy has received bank or other guarantees it considers adequate: bank drafts, bank warranties.

Services excluded:

- the transfer of currency which violates the current regulations in Italy or the country in which the insured is found;
- the insured person is unable to provide Europ Assistance with guarantees of reimbursement which the latter considers adequate;
- in countries where there is no Europ Assistance Branch or Correspondent.

Obligations of the insured person:

The insured person must communicate the reason for, the request, the total amount required, specify their address and to indicate references which allow Europ Assistance to verify the guarantee limit to reimburse the anticipated amount. The insured person must reimburse the amount within a month from the date that the anticipated amount was received. After that time, interest at the current bank rate will be applied, in addition to reimbursement of the sum anticipated.

#### 16) Recommendation of a lawyer abroad

If the insured person is arrested or has threats of arrest and needs legal assistance the operational centre will notify the name of the nearest and most suitable solicitor always considering the local availability.

Exclusions: All legal expenses will be borne by the insured person. This service is not available in countries where there is no Europ Assistance Branch or Correspondent.

#### 17) Dispatch of urgent messages

If the insured person is not able to forward urgent messages to people resident in Italy, the operational centre will transmit and communicate the message to the addressee.

Exclusions: The operational centre is not responsible for the transmitted messages.

### MEDICAL EXPENSES REIMBURSEMENT INSURANCE

If following a sudden illness or accident the Insured person, during the period of validity of the warranty, needs to incur medical/drugs/hospital costs for urgent treatment or operations which cannot be delayed, Europ Assistance shall provide for their reimbursement on the policy basis of the maximum sum insurable which can be seen in the table at the foot of the page.

Only for casualty cases the warranty includes further costs for treatment received returning to their place of residence, this will be valid only for the following 45 days of the same casualty.

Maximum sum insurable:

The medical and drugs costs incurred by the Insured, including relative costs in case of hospitalisation in a hospital, clinic or first-aid station, these shall be borne by Europ Assistance with direct payment made by the Operational Centre and/or as reimbursement of the amount, up to a maximum total as provided for in the Policy as shown in the table at the foot of the page and for the duration/destination of the tour.

The reimbursements will be effectuated with a fixed provision for casualties and for the insured person of €35.

Included in the maximum sums insurable:

- The charges of the hospitalisation prescribed by the doctor up to €200 a day per insured person.
- The costs for dental treatment, only following an accident, up to €100 per insured person.
- The costs for repairs of prosthesis, only following an accident, up to €100 per insured person.

The following are excluded from the guarantee:

-All costs incurred when the insured person has not notified Europ Assistance, directly or through third parties, of hospitalisation or first aid service;

- Costs on therapy for curing or eliminating physical defects or congenital malformations, for beauty applications, for nursing care, physiotherapy, spa treatments and slimming therapies and for dental treatment (except those previously specified following an accident)

-Costs for purchase or repairs on glasses, contact lenses, orthopaedic appliances and/or prostheses (except those previously specified following an accident).

-Follow-up examinations in Italy for situations consequent upon illnesses that started on the Tour.

Obligations of the insured person

In the event of a casualty and following immediate contact with the operational centre, the insured person shall notify Europ Assistance within and no later than 60 days from the casualty a written report addressed to – Europ Assistance – Piazza Trento, 8 – 20135 Milan indicating the Department concerned on the envelope (Claims Payment Office - Medical expenditure reimbursement) specifying the following:

- -name, surname, address, telephone number;
- -Policy number;
- -certificate filled in at the time of the casualty and describing the pathology suffered or the medical diagnosis that certifies the type and conditions of the accident;
- -in the event of hospitalisation, copy of the clinical record;

- -original receipts of expenses incurred;
- -doctor's prescription for purchase of any medicines with original receipts for the medicines purchased.

**Criteria for Payment of Damages:**

Following the evaluation of the documentation received, the Europ Assistance Claims Payment Office shall provide for payment of the damages, net of the relative deductible amount.

**INSURANCE OF BAGGAGE, PERSONAL EFFECTS**

If the insured person suffers damage to material caused from theft, theft with breaking in and entering, robbery, bag-snatching, loss, misplacement, deterioration of baggage and/or of personal effects, including clothing which was worn at the beginning of the tour, Europ Assistance will reimburse on the basis of the commercial value within the maximum sum insurable estimated in the policy and shown in the table at the foot of the page.

tours made by train, coach or ship, the guarantee will be effective:

- For the insured person resident in European Union and/or in Switzerland from the departing station (airport, railway station, etc. of the organised tour) to the conclusion of the tour as organised by the contractor.
- For the insured person resident in countries not included in the European Union from the date of arrival in a country included in the European Union and/or Switzerland to the departure date from one of the same countries at the conclusion of the tour.

**Maximum sums insurable**

The guarantee is provided to the insured person and for the duration of the tour with a geographical coverage to the extent of the total amount estimated in the policy and shown in the table at the foot of the page. In the event of theft, robbery, bag-snatching or loss of the Identity Card. Passport or Driving Licence, the costs of replacing the documents are payable in addition to the above maximums, on presentation of certificates justifying the expenditure of up to €50.

**Limits of indemnity**

Losses cumulatively up to 50% of the sum insured are covered for damage to photo-cine-optical equipment and light-sensitive material, radio, television sets, recorders, all other electronic equipment, musical instruments, weapons for personal defence and/or hunting, equipment for subaquatic sport, glasses (sun and sight).

The following are covered for insured sums cumulatively up to 30%:

- cosmetics, medicines, health care items;
- jewellery, precious stones, pearls, wristwatches, gold, silver or platinum objects, furs and other precious objects. These items are covered only if worn or deposited in the hotel.

The sum insured is reduced by 50% for losses deriving from: forgetfulness, carelessness or misplacement by the insured; breakage not resulting from an accident occurring to the vehicle or of circumstances beyond their control;

- theft with breakage of the baggage contained in the boot of a vehicle properly locked;
- theft of the vehicle;
- theft of objects contained in the tent, provided that it is within properly equipped and authorised camp sites;

Without detracting from the above maximum sums, the maximum indemnity payable for each object, including bags, suitcases and rucksacks, which cannot exceed the sum of €150.

Photo-cine-optical equipment (cameras, telecameras, binoculars, flash, lens, batteries, bags etc.) are considered collectively as a single object.

Objects purchased in the course of the Tour are refunded only on presentation of the original purchase receipt.

**Guarantee exclusions:**

- To cash, cheques, stamps, tickets and travel documents, souvenirs, coins, art items, collections, collection of samples, catalogues, mercendise, helmets, professional equipment, documents other than identity card, passport, drivers license;
- All claims verified during the tour by motorcycle or any kind of engine size;
- To loss deriving from wilful act or fault of the insured person and those caused to sports equipment during proper use;
- Goods other than clothing, for example wristwatches and

glasses (sun and sight), which have been given together with the clothing of transport companies including air carrier;

- Theft of baggage contained within a vehicle not properly locked by key;
- Theft of baggage without breaking in to the boot of the vehicle.

- Theft of baggage visible from the outside or contained within a vehicle not properly locked;
- Theft of baggage on board a vehicle not in a guarded public garage between the hours of 8 p.m. and 7 a.m.;
- Fixed and service accessories of the vehicle (including car radio and tape player).

**Obligations of the insured person**

In the event of a claim, following a telephone call to the operational centre, the insured must notify the loss in writing to, Europ Assistance - Piazza Trento, 8 - 20135 Milano specifying on the envelope the department concerned (Claims Payment Department - Baggage Claims) within and no later than 10 days from the occurrence of the loss, also providing the following within 60 days of the claim;

- Name, surname. Address, telephone number;
- Policy number;
- copy of the travel tickets and data on the Tour;
- Authenticated copy of the report, with the stamp of Police Authorities of the place where the fact occurred,
- a report of the circumstances of the claim,
- the list of objects lost or stolen, their value and date of purchase,
- the names of the insured who have suffered the loss;
- copy of the complaint presented to the hotel or carrier if responsible,
- justifications for the cost of replacing documents, if any
- invoices, till receipts, other receipts, proving the value of the goods damaged or stolen and their date of purchase;
- invoices for repairs or statements of non-reparability of the damaged goods on headed paper of a dealer or specialist in the sector.

The following, only in the event of non-delivery and/or damage of the whole of the baggage or part of it given to the airline carrier, should be attached to their request of reimbursement:

- copy of the P.I.R. (Passenger Irregularity Report) made immediately in the airport at the "Lost and Found" office;
- copy of the letter of complaint sent to the air carrier with the request for compensation and the air carrier's letter of reply.

**Criteria for Payment of Damages**

The claim is paid, to supplement the amount reimbursed by the air carrier or hotel responsible and up to the amount of the sum insured on the basis of the commercial value that the assured property had at the moment of the claim, as shown by the documentation supplied to Europ Assistance.

In the case of objects purchased not over three months before occurrence of the claim, reimbursement will be made on the basis of the purchase value as proved by the corresponding documentation.

In the case of damage, the cost of repair will be reimbursed on presentation of the invoice.

In no case will the so-called sentimental value be taken in consideration.

**COSTS FOR LATE CONSIGNMENT OF THE LUGGAGE**

If the insured person has his luggage consigned over 12 hours late (relative to the confirmed airline), and should uphold costs to purchase toiletry items and/or some necessary clothing, Europ Assistance will provide them with a reimbursement.

**Maximum sums insured**

The reimbursement will be effectuated up to a maximum sum of €100 per casualties and for the duration of the tour.

**Excluded from the guarantee:**

In case of late luggage consignment at the airport in the city of residence of the insured person.

All expenses upheld by the insured person after receiving his luggage.

**Obligations of the insured person:**

The insured person should send a document from the airport or the air carrier management which declares the late consignment of the luggage over 12 hours and the hour that it was consigned.

**LIMITS AND LEGAL EFFECTS FOR ALL THE SERVICES**

While maintaining the exclusions stated for each individual service and/or guarantee, the following general rules also apply:

1. The insured releases the doctors who have examined the persons involved under the conditions of this Policy - after or even before the claim - from professional secrecy in relation to the claims which are the subject of this Policy in relation to Europ Assistance and/or magistrates that may be appointed to investigate the claim.

2. None of the services are due for damage provoked by or depend on:

a) war, earthquake, atmospheric phenomena or transmutation of the atomic nucleus, radiation produced by artificial acceleration of atomic particles

b) strikes, revolutions, risings or popular movements, raiding, acts or terrorism or vandalism

c) wilful act of the assured; suicide, attempted suicide

d) car, motorcycle or motorboat races and relative tests and training, mountain climbing with rock climbing and climbing of the glaciers, jumps from trampoline with ski's or water ski's use of a toboggan or general air sport activities.

e) abuse of alcohol or psychotropic drugs and the non-therapeutic use of narcotics and hallucinogens.

The services are also not supplied in countries in a state of declared or undeclared belligerency

3. Europ Assistance will not assume any responsibility to damages caused by the intervention of the local authorities of that country in which assistance is provided or following any particular circumstances

4. When the assured does not obtain one or more of the services and/or the guarantee, Europ Assistance is not obliged to supply alternative services or indemnities of any kind by way of compensation

5. Every right in relation to Europ Assistance is prescribed within the term of one year from the date of the claim that has given origin to the right to the service and/or guarantee in accordance with the provisions of article 2952 of the civil code.

6. The right to the assistance supplied by Europ Assistance lapses if the insured person has not made contact with the Operations Center on occurrence of the claim.

7. In partial derogation to article 1910 of the Civil Code, the insured who enjoys services similar to the present ones, including under the title of mere reimbursement under policies signed with other insurance firms, is in any case obliged to notify the claim to each insurance company and specifically to Europ Assistance Italia Spa. within the term of three days, failure will render loss/void the policy.

In the event in which another firm takes action, the present services shall operate within the limits of the conditions provided, solely as reimbursement of the insured for any greater costs debited to him by the insurer that has supplied the service

8. For a request of information or complaint, the insured person must address themselves to Europ Assistance, taking in consideration that the contractor is free from any responsibility of the services to the insured person.

9. The Policy is subject to Italian law. All disputes relating to the Policy are subject to Italian jurisdiction.

10. The provisions of the law shall be applied for all those aspects not specifically covered herein.

11. Indemnity payments and reimbursements shall be made in Italian Euro. In case of expenses made in countries not included in the European Union or those that do belong to the same but do not use the Euro as currency, the reimbursement will be calculated at the exchange rate of the day the insured person borne the expenses.

EUROP ASSISTANCE ITALIA S.p.A.

Maximum sum insurable		
	Medical Expenses	Baggage
European Union and/or Switzerland	Euro 3.000,00	Euro 500,00
The World	Euro 3.000,00	Euro 500,00
Country of residence	Euro 500,00	Euro 500,00

Europ Assistance Italia S.p.A.

Direzione e Uffici: Piazza Trento, 8 - 20135 Milano - Tel. 02.58.38.41  
Capitale Sociale Euro 12.000.000,00 i.v.

Sede Sociale: Piazza Trento, 8 - 20135 - Milano  
Reg. Imp. 134796 Milano - Rea 754519  
P.IVA 00776030157 - C.F. 80039790151

Impresa autorizzata all'esercizio delle assicurazioni, con decreto del Ministero dell'Industria, del Commercio e dell'Artigianato n. 19569 del 2/6/93 (Gazzetta Ufficiale del 1/7/93 N. 152)

