

## GENERAL CONDITIONS



**TERMS OF INSURANCE**  
**POLICY NUMBER 6001003366/U**



### DEFINITIONS

To the following expressions, the Parties attribute the meanings that are specified below:

**INSURED PARTY:** the individual whose interests are protected by the insurance or rather any person for whom coverage has been properly communicated to the Company.

**INSURANCE:** The insurance contract.

**OPERATIVE CENTER:** The Company's structure that operates 24 hours a day and organizes and bestows the assistance services foreseen by the policy upon request of the insured party.

**CONTRACTING PARTY:** The subject who stipulates the insurance or rather the physical or legal person who signs the policy assuming the relative expenses on behalf of the Insured party.

**EUROPE:** any country fully applying provisions under the Schengen agreement.

**OUTSIDE ITALY:** All the countries other than those listed in the definition for Italy.

**DEDUCTIBLE:** Portion of indemnifiable damage that will not be reimbursed.

**INSURED PARTY :** any individual whose interest is protected by the insurance, such as foreign citizens regularly resident in Italy and in the countries included in the Schengen area provided with an entry visa or a residence permit issued solely for touristic or educational purposes.

**INDEMNITY:** The amount paid out by the Company in the event of a damaging event.

**INJURY:** The event due to fortuitous causes, violent and external, that produces bodily harm that can be objectively demonstrated, the direct and exclusive consequences of which have brought about death or permanent invalidity.

**PERMANENT INVALIDITY:** The non-temporary partial or total loss, following an injury, of the Insured Party's capacity to perform any job regardless of his profession.

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

**ILLNESS:** An alternation of the health conditions not caused by an injury.

**PREEXISTING ILLNESS:** An illness that is the result or direct consequence of a pathological situation that was either chronic or pre-existent at the time travel began.

**WORLD:** All the nations other than those included in the definitions of Italy and Europe.

**NUCLEAR FAMILY:** The spouse/co-habitant and children of the Insured party.

**COUNTRIES IN THE SCHENGEN AREA:** any country fully applying provisions under the Schengen agreement.

**POLICY:** The document that proves the insurance.

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

**HOSPITALIZATION:** Stay in a health care institute, which includes at least one overnight.

**UNCOVERED:** The amount that will be incurred by the Insured Party for each damaging event based on a percentage of the indemnifiable damage as per the contract conditions.

**DAMAGING EVENT:** The occurrence of a damaging fact, which is covered by the insurance guarantees.

**COMPANY:** Nobis Compagnia di Assicurazioni S.p.A.

**THIRD PARTIES:** Any person, with the exception of the spouse/co-habitant, ascendant and descendent family members, natural or adoptive, of the Insured Party, as well as the other family members or similar individuals living with him.

### ART. 1 - OTHER INSURANCE

The Insured Party must notify the Company in writing of the existence or successive stipulation of other insurance policies that cover the same risks; in the event of a damaging event, the Insured Party must notify all insurers and inform each of the names of the other insurers, as per article 1910 of the Italian Civil Code.

### ART. 2 - PROFESSIONAL CONFIDENTIALITY

In conformance with Law 675/96, and nonetheless at the time the claim is filed, the Insured Party must, with particular reference to data handling and even sensitive data and/or data regarding third parties, grant his consent to allow the handling of said data, including a specific authorization in regards to physicians that frees them from the restrictions of professional confidentiality.

### ART 3 - RESORTING TO THE LAW

The insurance is regulated by the Italian law. For all that is not otherwise specified herein, the law will prevail.

### ART. 1 - VALIDITY, COMMENCEMENT AND DURATION OF THE GUARANTEES

The guarantees will commence on the date the Insured Party enters into Italy and in Schengen area and will expire at midnight on the day in which notification of termination of insurance coverage has been communicated .

### Art.2 – TERRITORIAL EXTENSION

The insurance is valid in Italy and in other member states applying provisions under the Schengen agreement in full.

### Art. 1 – EXCLUSIONS AND LIMITS APPLICABLE TO ALL GUARANTEES

No service shall be provided for accidents occurred during or arising out of:

- wars, revolutions, riots, popular demonstrations, pillages, acts of terrorism or vandalism, strikes;
- earthquakes, flooding and other adverse weather conditions called loadstones, events occurred in connection with energetic adjustments or transformation of atoms, both natural and induced artificially. This exclusion does not apply to single cases, such as when loadstones and social emergencies are not officially defined as such;
- fraud committed by the contracting or insured party;
- travels against medical advice or, anyway, with serious illness or aimed to undergo medical/surgical operations;
- sickness due to chronic or pre-existing diseases, already known by the insured party at the date of the stipulation/underwriting of the policy. Relapses of pre-existing diseases that were not predictable upon the reservation of touristic services or of the travel are included;
- sickness that may be connected with pregnancy complications beyond the 24th week and to puerperium;
- voluntary abortion, organ explants and/or transplants;
- non therapeutic use of medicines or drugs, addiction to alcohol or drugs, HIV-related diseases, AIDS, mental diseases and cerebral organic syndromes;
- training some sports, such as: mountain climbing including climbs exceeding the third degree, free climbing, ski-jumping and water ski-jumping, freestyle or extreme skiing, off-piste skiing, bobsleighbing, river canoeing exceeding the third degree, rafting, kite-surfing, hydrospeed, bungee jumping, parachuting, hang-gliding, air sports, boxing, wrestling, football, rugby, ice hockey, scuba diving, weightlifting;
- acts of impudence;
- professional trainings of sports; participation to sports competitions, including trainings and trials supported by sports associations;
- racing with cars, motorcycles, motor-boats including water scooters, bobsleighs and relevant trainings and trials;
- infectious diseases if the intervention of assistance is prohibited by national or international health provisions;
- activities implying any direct use of explosives or firearms;
- events occurring in countries subject to wars where no assistance may be provided.

### ART. 4 - LIQUIDATION CRITERIA

Payment for what is owed as per contract, will be made only after receipt of the relative receipts, invoices and sales slips. Upon request of the Insured Party, the Company will reimburse the original receipts, etc., after stamping them with the date of liquidation and the amount liquidated.

Should the Insured Party present the original receipts, invoices, sales slips, etc., to third parties in order for them to obtain reimbursement, the Company will effect payment for what is owed as per this contract after demonstration of the actual expenses incurred, net of what is to be incurred by the third party. Reimbursements will always be made in Euro.

## PARTICULAR CONDITIONS OF THE INSURANCE

### DURING TRAVEL

### ART. 1 - REIMBURSEMENT FOR MEDICAL EXPENSES FOR ILLNESS OR INJURY

Within the limits of the maximum amounts equal to Euro 30.000,00 in Italy and in Europe per Insured Party, the expenses incurred during travel for medical care, including hospitalization both for illness or injury during the validity period of the guarantees relative to: medical fees, dental fees only following injury and up to 200,00 Euro, hospitalization, surgery, medicine obtained with a medical prescription.

Within the limits of the maximum amounts equal to € 30.000,00 in Italy and in Europe per Insured Party, the expenses incurred during travel for medical care, including both illness or injury without hospitalization during the validity period of the guarantees relative to: medical fees and medicine obtained with a medical prescription.

In the event of hospitalization following injury or indemnifiable illness according to the contract: the Operative Center, upon request of the Insured Party, will foresee to directly paying the medical expenses.

Nonetheless, the eventual fees exceeding the maximum limits foreseen in the policy will be incurred by the Insured Party, who will have to pay them directly in loco.

For the amounts exceeding 1.000,00 Euro, the Insured Party must request prior authorization from the Operative Center.

### ART. 2 - DEDUCTIBLE AND UNCOVERED

For each claim there will be no deductible.

For the claims with amounts exceeding 1.000,00 Euro, in the event of an absence of authorization by the Operative Center, and when the Insured is able to demonstrate the actual payment of the expenses incurred by wire draft

or credit card, 25% of the amount to be reimbursed that exceeds 1.000,00 Euro will be considered uncovered, with a minimum of 50,00 Euro.

It is understood that no reimbursement will be owed should the Insured party not be capable of demonstrating the actual payment for medical expenses incurred by means of wire draft or credit card.

### ART. 3 - EXCLUSIONS

In addition to the exclusions foreseen in the General Conditions, the expenses for physical therapy, nursing assistance and the elimination of physical congenital defects are also excluded as well as the expenses pertaining to eyeglasses, contact lenses, prostheses and therapeutic equipment and those pertaining to aesthetic interventions or surgery.

In case of emergency the Insured must dial the following number:  
**+ 39/039 9890702** for the Operative Center

### ASSISTANCE TO THE PERSON

Service activities reported in the guarantee for Assistance to the Person are offered free of charge.

#### Art. 1 – Scope of the Insurance

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

#### Art. 2 – Medical Consultancy Rendered by Phone

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

#### Art. 3 – Organized Medical Transport

The medical service of the operative Headquarters, following any sickness or accident occurred to the insured party and implying infirmity or injuries that may not be treated on site or preventing the continuation of the travel and/or of the stay, after consulting the local doctor and if necessary/possible the general practitioner of the insured party, shall arrange the medical transport/return. According to the seriousness of health conditions, the insured party shall be transferred to the most suitable medical center or transferred to its residence.

The medical service of the operative headquarters shall decide how to arrange the medical transport; the following means may be used:

- medical aircraft – passenger aircraft – sleeping car – 1st class berth - ambulance – other means as deemed suitable.

According to health conditions, the transport may be followed by doctors and/or paramedics of the operative headquarters.

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

#### Art. 4 – Return of Family Members or Travelling companion

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

#### Art. 5 – Transport of the Corpse

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

#### Art. 6 – Travel of a Family Member in Case of Hospitalization

Should the insured party be hospitalized for more than 10 days, the operation Headquarters and the company shall pay the travel (two-way ticket for flight in economy class or 1st class by train) as well as accommodation expenses up to the daily limit of € 100.00 and for maximum 10 days for one family member.

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

#### Art. 7 – Special Exclusions and Limits Applicable to Guarantees for Assistance to the Person

In addition to exclusions under Provisions (Art. applicable to guarantees, the company shall not cover the expenses met by the insured party without the prior authorization by the operation headquarters.

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

The company shall not pay any reimbursement or indemnity as set-off for the services arranged by other insurance companies or institutions or that have not been previously requested to the operation headquarters or arranged by these.

The reimbursement shall be paid (up to the limits provided in this contract) if the operation headquarters, after been contacted, has duly authorized the insured party to arrange him/herself the services of assistance; in this case, the original documents supporting the expenses met by the insured party for the services rendered shall be received by the operation headquarters.

Any infectious disease, should the intervention of assistance be prevented by international health provisions, is excluded.

#### Art. 8 - Responsibility

The company shall not be responsible for any delay or event preventing the rendering of the services of assistance in case of events already excluded pursuant to General and Special Conditions due to:

- any order issued by local authorities preventing the rendering of these services;
- any fortuitous or unexpected event;
- any cause of force majeure.

#### Art. 9 –Ticket Return

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

## HOW TO REQUEST ASSISTANCE

### Assistance

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

**800.894123**

- If you call from a foreign country you can contact the alarm center by calling the number **+39 039 9890702**
- Please communicate the following information:
  - Name and Surname
  - Number of Policy **6001003366/U**
  - Reason for the Communication
  - Telephone number and/or address where you can be contacted..

To file a claim for compensation, the insured must write within 30 days to:

**NOBIS COMPAGNIA DI ASSICURAZIONI SPA (CLAIMS OFFICE)**

Centro Direzionale Colleoni - Via Paracelso, 14

20864 Agrate Brianza (MB) - Italy

TEL +39/039 9890702 –telefax +39(039) 6056809

The Company reserves the right to request further documentation when deemed necessary in order to provide a correct evaluation of the compensation request.

IN COLLABORAZIONE CON:

