

# EUROP ASSISTANCE - Policy N.11888 RESIDENT Assistance Insurance

## CUSTOMER NOTICE FOR THE TREATMENT OF PERSONAL DATA

The text is compliant with art. 13 of Leg. Dec. 30 June 2003, n. n° 196 "Personal Data Protection Code" (hereinafter "Privacy Code").

1. We inform you that your common and sensitive personal data (the "Data") will be treated by Europ Assistance Italia S.p.A. with the aid of hardcopy, electronic and/or automated means for purposes involving:
  - a. management and execution of the obligations pursuant to the Insurance Policy, b. complying with legal requirements, regulations or Community legislation (e.g., for anti-money laundering efforts) and/or orders from government bodies;
2. treatment of the Data is:
  - a. necessary for executing and managing the Insurance Contract (1.a);
  - b. mandatory based on law, regulation or Community legislation and/or the dispositions of public bodies (1.b);
3. the Data may be communicated to the following subjects as autonomous possessors:
  - a. certain subjects assigned by Europ Assistance Italia S.p.A. to provide services instrumental or necessary to meeting the obligations under the Insurance Policy in Italy and abroad, such as, for example, subjects assigned to manage data processing files, credit institutions, experts, medical examiners;
  - b. associations (ANIA) and consortia in the insurance industry, ISVAP, court authorities and all other subjects to whom communication must be made in order to achieve the purposes described at point 1.b;
  - c. assistance providers, subsidiaries or affiliates of Europ Assistance Italia S.p.A. or those assigned by it, in Italy or abroad, in order to achieve the purposes described at points 1.a and 1.b, or other insurance or services companies for distribution of the risk;

in addition, your data may be known by employees or collaborators as agents or managers of the Company.

The Data are not subject to release.

4. The principal for treatment of the data is Europ Assistance Italia S.p.A. You may request a list of those responsible for the treatment, exercise the rights described at article 7 of the Privacy Code, and in particular obtain from the principal a confirmation of the existence of data regarding you, their communication, and an indication of the reason and purpose for the treatment, and cancellation, updating or blocking of the data, and object to the treatment for legitimate grounds, by writing to:

Europ Assistance Italia S.p.A. - Piazza Trento, 8 - 20135 Milan - Data Protection Office.

## NOTICE

NOTICE PREPARED PURSUANT TO ART. 123 OF LEGISLATIVE DECREE 17 MARCH 1995 N. 175 AND IN CONFORMITY WITH PROVISIONS OF ISVAP CIRCULAR OF 2 JUNE 1997, N. 303, AND OF ISVAP CIRCULAR OF 21 NOVEMBER 2003, N. 518/D

### COMPANY INFORMATION

The insurance coverage is issued by EUROP ASSISTANCE ITALIA S.p.A., having its registered office in Italy at Piazza Trento n. 8, 20135 Milan.

EUROP ASSISTANCE ITALIA S.p.A. was authorised to provide insurance by Ministerial Decree 2 JUNE 1993 (OFFICIAL GAZETTE OF 1 JULY 1993 N. 152).

### CONTRACT INFORMATION

#### APPLICABLE LAW

The policy is governed by Italian law. COMPLAINTS  
RELATING TO THE CONTRACT

Any complaints regarding the insurance coverage or claims handling must be forwarded in writing to Europ Assistance Italia S.p.A. - Customer Service - Piazza Trento, 8 - 20135 Milan - fax n. 02.58.38.46.48 - e.mail: Gestione.Reclami@europassistance.it

Should complainant be dissatisfied with the outcome of the complaint, or in the event of a lack of response within the maximum period of forty-five days, he may contact the I.S.V.A.P., User Protection Service, Via del Quirinale 21, 00187 Rome, accompanying his request with documentation relating to the complaint handled by the Company. In relation to disputes involving quantification of the services and assignment of liability, note that the courts have exclusive jurisdiction; conciliation services may be used when available.

### LAPSE OF RIGHTS DERIVING FROM THE CONTRACT

Rights deriving from the Insurance Contract lapse within one year from the date on which the event on which the right is based was verified, pursuant to art. 2952 C.C. . For civil liability insurance, the one-year term begins on the day on which the third party requested compensation from the Insured or brought suit against same.

## GENERAL POLICY CONDITIONS

This document is an excerpt of the Policy subscribed by the Contracting Party in favour of the Policy Holder, issued by the Contracting Party in order to make known to the Policy Holder the conditions agreed to with Europ Assistance. The effectiveness of the present document is conditional upon the validity of the Policy.

### DEFINITIONS

#### Policy Holder:

Workers (national framework agreement of 20/10/2004 between Italian NGO associations and union confederations), civil-service volunteers and collaborators (arts, 31 and 32 of Law 49/1987), employees and operators and others involved in the activities, including cohabiting family members, having a relationship as employee or collaborator with the Contracting party, whose interest is protected by the Insurance.

#### Extrajudicial assistance:

The activity carried out outside of a judicial proceeding for the purpose of settling a dispute and avoiding recourse to the courts.

#### Baggage:

Articles of clothing, athletic gear and items for personal hygiene, photographic and cinematographic materials, and the suitcase, bag or knapsack that may contain them and which the Policy Holder carries with him when travelling.

**Operations Centre:**

This is the facility at Europ Assistance Service S.p.A. - Piazza Trento, n.8 - 20135 Milan, consisting of: physicians, technicians and operators, operating 24 hours a day every day of the year which, by virtue of a specific agreement signed with Europ Assistance Italia S.p.A. and at the behest of the latter makes telephone contact with the Insured and organises and provides the assistance services called for by the Policy, with costs borne by Europ Assistance Italia S.p.A.

**Contracting Party:**

SISCOS SRL - Via Giovanni Devoti, 16 - 00167 ROME(RM) - P.IVA 02152661001.

**Extracontractual damage:**

The damage suffered as the consequence of an unlawful event caused by third parties. There is no contractual relationship between the injured party and the responsible party, or, if there is, it has no relationship to the event.

**Starting Date and Duration:**

Starting date is understood to be the date on which the Policy begins, and duration is understood to be the period of its validity, as shown on the Policy Form.

**Offence:**

The violation of a criminal provision for which the Law provides incarceration or a fine as penalty. Non-intentional offence:

A crime committed by a subject involuntarily, through negligence, incaution or inexperience, or through non-observance of laws, regulations, orders or rules. Non-intentional offences are those expressly provided as such by criminal law and committed unwillingly and without the intention to commit any crime.

**Intentional offence:**

A crime committed willingly by a subject the result of which was foreseen and desired as a consequence of his action or omission.

**Defence Counsel:**

The attorney directly assigned by the Client to act on his behalf in a legal proceeding, either civil or criminal.

**Geographical extension:**

Understood as all those countries in which the loss occurred and in which the guarantees and services are provided, except for the limitations specified below in the individual services, and excluding Italy, the Republic of San Marino and Vatican City. The following services are not provided in the excluded countries: Referral to a specialist physician abroad, sending of a medical team abroad, sending of emergency medicines, interpreter available abroad, attorney available abroad, advance of emergency expenses, advance of criminal court bond abroad.

**EXCLUDED COUNTRIES** The following countries are excluded: Antarctic, Cocos, Eritrea, South Georgia, Heard and Mc Donald, Bouvet Island, Christmas Island, Pitcairn Island, Falkland Islands, Marshal Islands, Minor Islands, Solomon Islands, Wallis and Futuna Islands, Kiribati, Libya, Micronesia, Nauru, Niue, Palau, Western Sahara, Samoa, Saint Helena, Somalia, French Austral Lands, West Timor, East Timor, Tokelau, Tonga, Tuvalu, Vanuatu.

**Europ Assistance:**

Europ Assistance Italia S.p.A. - Piazza Trento n. 8 - 20135 Milan . a company authorised to provide insurance by Decree of the Ministry of Industry, Trade and Handicrafts n. 19569 of 2 June 1983 (Official Gazette of 1 July 1993 n. 152).

**Unlawful act:**

Any act of man, other than non-performance of a contractual obligation, with the violation of specific laws established by the legal system.

**Excess:**

The amount established in the Policy that is deducted from the amount of the damage and which is borne by the Policy Holder/Contracting Party.

**Theft:**

The crime envisioned by art. 624 of the Penal Code, perpetrated by anyone who takes possession of the personal property of others, removing it from the holder in order to obtain profit for himself or for others.

**Guarantee:**

the insurance not included in the assistance insurance, for which, in the event of a claim, Europ Assistance reimburses the damage suffered by the Policy Holder or compensates the damage caused by the Policy Holder to third parties and for which the relative premium has been paid. Accident:

the injury owing to violent and external happenstance that produces objectively ascertainable bodily injuries resulting in: death, permanent disability or temporary inability.

**Permanent disability:**

the definitive complete or partial loss after an accident of the Policy Holder's general ability to perform any type of work, regardless of his profession.

**Treatment facility:**

A public hospital, clinic or treatment centre, whether operating under agreement with the National Health Service or private, duly authorised to provide medical and surgical assistance. Spas, convalescent homes and rest homes are excluded.

**Illness:**

an alteration in condition not resulting from an accident. Pre-existing illness:

an illness that is the direct consequence of chronic pathological situations or those pre-existing when the Policy begins.

**Maximum coverage:**

The maximum amount as set in the Policy, up to which Europ Assistance undertakes to provide the guarantee and/or the service.

**Policy Form:**

the document subscribed by the Contracting Party and by Europ Assistance that identifies Europ Assistance, the Contractor, the Policy Holder and the data relating to the Policy and that forms an integral part thereof together with any addenda showing the guarantees selected. Policy:

The document that governs the relationships between Europ assistance and the Contracting Party/Policy Holder and consisting of the text relating to Personal Data Protection, the present Conditions giving all contractual conditions, and the Policy Form and its addenda, all signed by Europ Assistance and by the Contracting party.

**Premium:**

the amount owed by the Contracting Party to Europ Assistance against payment of which Europ Assistance provides the guarantees and services.

**Service:**

assistance to be provided in kind, i.e., with the aid that is to be provided to the Policy Holder by Europ Assistance through its Operations Centre to the Policy Holder when needed, for which the relative premium has been paid.

**Robbery:**

the crime envisioned by art. 628 of the Penal Code, perpetrated by anyone who takes possession, by means of violence to the person or threats, of the personal property of others, removing it from the holder in order to obtain undue profit for himself or for others.

**Crime:**

Violation of a criminal law. Depending on the penalty provided, the crime is either an offence or an infraction.

**Residence:**

the place where the individual person customarily resides, as shown by his civil-registry certificate.

**Admission:**

a stay in a treatment facility involving at least one overnight.

**Risk:**

the likelihood that the loss will occur. Purse-snatching:

The criminal act envisioned by the combined provisions of arts. 624 and 625 n. 4 of the Penal Code, committed by anyone who takes possession of the personal property of others, removing it from the

holder by sleight of hand or tearing the thing from the hand or back of the person, in order to obtain undue profit for himself or for others.

Excess:

That portion of the amount of the damage, expressed as a percentage, that must be borne by the Policy Holder, with a minimum expressed in absolute value.

Loss:

the future, intentional and uncertain event that leads to the request for assistance or reimbursement or indemnification by the Policy Holder.

Insured Amount:

the amount owed as indemnification: to the beneficiaries in the event of death, to the Policy Holder in the event of Permanent Disability.

Legal expenses:

All legal expenses paid as part of a court proceeding. Loser's expenses:

All legal expenses which the losing party is ordered to reimburse to the winning party.

Transaction:

The agreement by which the parties, each making concessions, prevent the occurrence of a legal dispute or end one already under way.

Legal protection:

The Legal Protection insurance pursuant to Leg. Dec. 175/95 - arts. 44 et seq.

Contractual dispute:

The dispute arising after failure by one of the parties to meet an obligation deriving from agreements, pacts or contracts.

#### Art. 1) POLICY EFFECTIVENESS

The services and guarantees of the present Policy are owed following losses occurring to the Policy Holder exclusively if occurring abroad.

The service under the present Policy are owed following an accident or illness and are provided to each Policy Holder up to three times for each type during the duration of the Policy; The guarantees of the present Policy may be requested without limitation of number for each type during the duration of the Policy as part of the coverage and maximum coverage chosen by the Contracting Party, but the total amount of the indemnities paid out may not exceed the established maximum coverage.

#### Art. 2) POLICY HOLDER'S OBLIGATIONS IN CASE OF LOSS

In the event of loss, the Policy Holder must immediately contact the Operations Centre, except in the case of proven and objective impossibility of doing so; in this case the Policy Holder must contact the Operations Centre as soon as he is able and in any case before proceeding to take any personal initiative. Failure to meet this obligation carries with it lapse of the right to the service. With regard to the right to the guarantee, the provisions of art. 1915 of the Civil Code will apply.

#### Art. 3) EXCLUSIONS

Europ Assistance is not required to provide services or pay indemnities for any losses caused by or deriving from:

- a) wars, earthquakes, atmospheric phenomena having the characteristics of natural disasters, phenomena of transmutation of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles;
- b) strikes, revolutions, upheavals or popular movements, pillaging, acts of terrorism or vandalism; c) fraud on the part of the Policy Holder;
- d) attempted suicide or suicide;
- e) use of a boat for any athletic activities (whether amateur, recreational or professional) with the exclusion of waterskiing (excluding trampoline jumps) and fishing;
- f) nervous and mental illnesses, illnesses resulting from pregnancy beyond the 26th week of gestation and from childbirth;

- g) for accidents deriving from any of the following activities: mountain climbing with rock climbing or access to glaciers, jumps from a trampoline with skis or water skis, driving and the use of bobsleds, aerial sports in general, acts of daring, automobile, motorboat or motorcycle races and competitions and their relative trials and training, and any accidents suffered as a consequence of athletic activities performed professionally;
- h) illnesses and mishaps consequent upon and deriving from the abuse of alcohol or psychotropic drugs, or from the use of narcotics and hallucinogens;
- i) explanting and/or transplanting of organs.

The services/guarantees are not provided in countries in a declared or de facto state of war.

#### Art. 4) PROFESSIONAL SECRECY

The Policy Holder frees those physicians who have examined him before or after the accident and possibly charged with examining the accident itself from professional secrecy.

#### Art. 5) LIMITATION OF LIABILITY

Europ Assistance assumes no liability for damages caused by the intervention of the authorities of the country where the assistance is provided.

#### ART. 6) SUPPLEMENTAL ACCIDENT REPORT DOCUMENTATION

The Policy Holder recognises and expressly grants to Europ Assistance the right to request, in order to facilitate liquidation of the damage, further documentation with respect to that indicated in the individual service and/or guarantee, hereby undertaking to provide it promptly.

#### Art. 7) ALTERNATIVE COMPENSATION EXCLUDED

Should the Policy Holder not make use of one or more services, Europ Assistance is not required to provide alternative indemnities or services of any sort as compensation.

#### Art. 8). PRESCRIPTION PERIOD

Any right vis-à-vis Europ Assistance is barred by the statute of limitations after one year from the date of the loss that gave rise to the right to the service and/or guarantees, in compliance with the provisions of art. 2952 c.c.

#### Art. 9) COEXISTENCE OF DIFFERENT INSURERS

As partial exception to the provisions of art. 1910 of the Civil Code, the Policy Holder who enjoys services analogous to the present ones, including merely as compensation, by virtue of contracts signed with other insurance companies is obligated in any case to give notice of the loss to any insurance company, and specifically to Europ Assistance Italia S.p.A., within three days, upon penalty of lapse of the Policy. With regard to services, if another company is used, the services envisioned by the Policy will be in force solely as reimbursement to the Policy Holder of any greater costs charged to him by the insurance company that directly provided the service.

#### Art. 10) PAYMENT CURRENCY

Indemnities and reimbursements are paid in Italy, in Italian currency or in Euro. In the case of expenses incurred in countries not belonging to the European Union, reimbursement will be calculated on the exchange rate set by the European Central Bank on the day on which the Policy Holder incurred the expenses.

#### Art. 11) UNINSURABLE PERSONS

Regardless of the specific evaluation of their state of health, persons affected by acquired immune deficiency syndrome, alcoholism, drug addiction or by the following mental afflictions are not insurable: cerebral organic syndromes, schizophrenia, manic-depressive or paranoid states. Consequently, the insurance ceases when such afflictions manifest themselves.

## Art. 12) BROKER CLAUSE

Europ Assistance Italia S.p.A. and its agent, Generale Europ Assistance Trade S.p.A., acknowledge that the present policy is brokered by Janua B&A Broker S.p.A., with registered office in MILAN, Piazza Stuparich, 18 (hereinafter, for brevity, Broker).

Communications relating to the object of the present policy must be made by the Parties by registered letter or fax through the Broker. Any communication made will be understood to be made directly to the addressee.

For all matter not expressly indicated in the present clause, custom and the provisions of the Brokers Association and ANIA, based on which the letter of free collaboration was drafted between Janua B&A Broker S.p.A. and Europ Assistance Trade S.p.A., are valid.

## **SPECIAL POLICY CONDITIONS** **ASSISTANCE INSURANCE – SERVICES**

### 1) MEDICAL CONSULTATION

Should the Policy Holder need to evaluate his own health status, he may contact the physicians at the Operations Centre and ask for a telephone consultation.

### 2) REFERRAL TO A SPECIALIST PHYSICIAN ABROAD

If, following a Medical Consultation (see Service 1), the need arises for the Policy Holder to submit to a visit by a specialist, the Operations Centre, in accordance with local availability, will provide the name of a specialist in the area closest to the place where the Policy Holder is located.

### 3) HOSPITAL STAY INFORMATION

Should the Policy Holder be hospitalised, the physicians of the Operations Centre will keep family members constantly updated with regard to his health conditions, providing the clinical information of which they are aware.

### 4) SENDING A MEDICAL TEAM ABROAD

Should the Policy Holder's conditions as ascertained through direct contacts by the physicians of the Operations Centre with the attending physician on the scene are such as to make it necessary to send a medical team, the Operations Centre will send it, along with the medical equipment suitable for the case, in order to:

- provide specialised consultations on site to the local attending physicians;
- collaborate with the latter in administering the most appropriate treatments;
- organise the medical transfer of the Policy Holder, if necessary.

#### Maximum coverage:

The maximum time for use of the team, with costs borne by Europ Assistance, is 4 days. Should the MEDICAL TRANSFER service not be necessary (see Service 5), the Policy Holder/ Contracting Party is responsible for contributing 20% of the travel expenses of the medical team and in any case up to a maximum of Euro516.46.

#### The following are excluded from the service:

- infirmities or injuries which in the judgement of the Operations Centre physicians can not be treated on site or do not prevent the Policy Holder from continuing the trip.

### 5) MEDICAL TRANSFER

With expenses borne by Europ Assistance, the Operations Centre will arrange for transfer of the Policy Holder to the closest accessible, equipped treatment facility using the means and in the time considered appropriate by the physicians of the Operations Centre, after consultation with the local attending physician.

These means may include:

- medical aircraft;
- scheduled aircraft in economy-class, if necessary with stretcher;

- train in first class and, if necessary, a sleeping car;
- ambulance (without mileage limitation).
- transport will be entirely arranged by the Operations Centre and will include, if the Operations Centre physicians deem it necessary, medical or nursing assistance during the trip.

Europ Assistance may ask the Policy Holder to return any trip ticket not utilised for repatriation. The following are excluded from the service:

- infirmities or injuries which in the judgement of the Operations Centre physicians can not be treated on site;
- infectious diseases, in the event that transport involves a violation of national or international health-care standards;
- al cases in which the Policy Holder or his family members voluntarily sign a discharge against the opinion of the health-care officials of the facility where the Policy Holder was hospitalised.

#### 6) REPATRIATION OF THE POLICY HOLDER

With expenses borne by Europ Assistance, if the Policy Holder released by the hospital to which he had been admitted needs to be repatriated to an equipped care facility, the Operations Centre will arrange for repatriation using the means and in the time considered appropriate by the physicians of the Operations Centre, after consultation with the local attending physician. These means may include:

- medical aircraft;
- scheduled aircraft in economy class;
- train in first class, and, if necessary, sleeping car;
- ambulance (without mileage limitation).

Transport will be entirely arranged by the Operations Centre and will include, if the Operations Centre physicians deem it necessary, medical or nursing assistance during the trip. Europ Assistance shall be entitled to ask for the return of any trip ticket not utilised for the Policy Holder's repatriation.

The following are excluded from the service:

- infectious diseases, in the event that transport involves violation of national or international health-care standards;
- al cases in which the Policy Holder or his family members voluntarily sign a discharge against the opinion of the health-care officials of the facility where the Policy Holder was hospitalised.

#### 7) CONVALESCING PATIENT REPATRIATION

If the Policy Holder released after hospitalisation should, in the judgment of the Operations Centre's physicians and in agreement with the treating physician on site, require a period of convalescence of more than 7 days, the Operations Centre, with expenses borne by Europ Assistance, will organise repatriation to the patient's domicile or residence, by the means and according to the schedule deemed most appropriate by the physicians of the Operations Centre, after the latter have consulted with the treating physician on site.

These means may include:

- scheduled aircraft in economy-class , if necessary with stretcher;
- train in first class and, if necessary, a sleeping car;
- ambulance (without mileage limitation);

Transport will be wholly organised by the Operations Centre and will include physician or nurse assistance during the trip, if the Operations Centre's physicians consider it necessary. Europ Assistance shall be entitled to ask for the return of any trip ticket not utilised for the Policy Holder's repatriation.

The following are excluded from the service:

- infectious diseases, in the event that transport involves violation of national or international health-care standards;

#### 8) TRANSPORT OF BODY

In the event of the Policy Holder's death, the Operations Centre will arrange and provide transport of the remains to the place of burial.

Maximum coverage:

Europ Assistance will bear the relative costs:

- up to a maximum of Euro20,658.28 per

For claim amounts in excess of the maximum coverage, Europ Assistance will act immediately after having received adequate guarantees in Italy, such as, for example: bank draft, bank surety. The following are excluded from the service:

- expenses relating to the funeral and those for any recovery of the remains.

#### 9) EARLY REPATRIATION

If the Policy Holder must return prior to the scheduled date and by some means other than the one originally planned, because of the death as shown on the death certificate issued by the appropriate authorities, of one of the following family members: spouse/cohabitant as husband and wife, son/daughter, brother, sister, parent, father- or mother-in-law, son- or daughter-in-law, the Operations Centre will provide him with a first-class train ticket or an economy-class airline ticket, with the costs borne by Europ Assistance, so that he can reach the relative died or is to be buried. The following are excluded from the service:

- those cases in which the Policy Holder is unable to provide the Operations Centre with adequate information regarding the reasons behind his request for early repatriation.

Policy Holder's Obligations

The Policy Holder must provide the relative's death certificate within 15 days of making the claim.

#### 10) TRAVEL FOR A FAMILY MEMBER

If the Policy Holder is admitted to a treatment facility for a period of more than 10 days, the Operations Centre will provide a round-trip first-class train ticket or an economy-class airline ticket to enable a cohabiting family member to reach the hospitalised Policy Holder, with expenses borne by Europ Assistance.

The following are excluded from the service:

- relative's per diem expenses.

#### 11) EXTENSION OF STAY ABROAD

If the Policy Holder's health conditions, as certified by a written medical prescription, should not allow him to undertake the return trip to his residence on the pre-established date, the Operations Centre will make a hotel reservation for him.

Maximum coverage

Europ Assistance will pay the hotel costs (room and breakfast) for a maximum of three days following the date set for return, up to a maximum total amount of Euro 103.29 per day per sick or injured Policy Holder, and up to a maximum of Euro 516.46 per year.

The following are excluded from the service:

- hotel expenses other than room and breakfast.

12) INFORMATION AND NOTIFICATION OF CORRESPONDING FOREIGN DRUGS If the Policy Holder travelling abroad should require information on drugs duly registered in Italy, the Operations Centre will notify him of the corresponding drugs, if any, to be found on site.

#### 13) INTERPRETER AVAILABLE ABROAD

If the Policy Holder is admitted to a treatment facility and experiences difficulty in communicating with the doctors because he does not know the local language, the Operations Centre will send an interpreter to the site.

Maximum coverage

the costs for the interpreter will be borne by Europ Assistance up to a maximum of eight working hours.

#### 14) ATTORNEY AVAILABLE ABROAD

In the event of arrest or threatened arrest, if the Policy Holder requires legal assistance, the Operations Centre will make an attorney available to the Policy Holder.

Maximum coverage

Europ Assistance will advance payment of the attorney's fees on behalf of the Policy Holder and at the latter's request, up to the equivalent in local currency of Euro 516.46.

Policy Holder's Obligations

The Policy Holder must report the reason for his request and specify his location and a telephone contact number.

#### 15) ADVANCE ON EMERGENCY EXPENSES

Should the Policy Holder incur unforeseen expenses and find himself unable to pay directly and immediately because of: an accident, an illness, a theft, a robbery, a purse-snatching or lost luggage, the Operations Centre will pay the bills on site, as an advance on behalf of the Policy Holder, up to a maximum amount of Euro 516.46.

Maximum coverage

Should the amount of the bills exceed the total amount of Euro 516.46, the service will become effective when Europ Assistance receives, in Italy, adequate guarantees of restitution. The amount of the bills paid by Europ Assistance as an advance may never exceed Euro 2,582.28.

The following are excluded from the service:

- transfer of currency abroad that involves a violation of current regulations in Italy or in the country where the Policy Holder is located;
- the event that the Policy Holder is unable to provide adequate guarantees of restitution in Italy to Europ Assistance.

Policy Holder's Obligations

The Policy Holder must report the reason for the request, the amount needed, a contact number, and indications of the references that will allow Europ Assistance to verify the terms of the restitution guarantee for the amount advanced. The Policy Holder must pay back the sum advanced within one month from the date of the advance upon penalty of payment of interest at the current legal rate in addition to the amount advanced.

#### 16) ADVANCE OF BAIL MONEY ABROAD

Should the Policy Holder be arrested or threatened with arrest and therefore be required to pay bail money to the foreign authorities in order to be freed and be unable to pay directly and immediately, the Operations Centre will pay the bail on site, as an advance on behalf of the Policy Holder. Maximum coverage:

Europ Assistance will advance payment of the bail up to a maximum of Euro 5.164,57. The amount of the bail paid by Europ Assistance as an advance may in any case never exceed Euro 516.46. The service will become effective when Europ Assistance receives, in Italy, adequate guarantees of restitution.

The following are excluded from the service:

- transfer of currency abroad that involves a violation of current regulations in Italy or in the country where the Policy Holder is located;
- the event that the Policy Holder is unable to provide adequate guarantees of restitution in Italy to Europ Assistance

Policy Holder's Obligations

The Policy Holder must report the reason for the request, the amount needed, a contact number, and indications of the references that will allow Europ Assistance to verify the terms of the restitution guarantee for the amount advanced. The Policy Holder must pay back the sum advanced within one

month from the date of the advance upon penalty of payment of interest at the current legal rate in addition to the amount advanced.

## **MEDICAL EXPENSE REIMBURSEMENT ABROAD - INSURANCE**

If the Policy Holder incurs medical/pharmaceutical/hospital expenses for urgent and nonpostponable treatments or services received on site during the period of validity of the guarantee, Europ Assistance will reimburse them based on the established maximum coverage. Additional expenses for treatment received upon repatriation to the place of residence are included in the guarantee only in the case of accident, so long as the treatment is provided within 45 days of the accident. Maximum coverage:

In the event of admission to a care facility or place equipped for First Aid, Europ Assistance will pay the medical and pharmaceutical expenses, with direct payment on site by the Operations Centre and/or as reimbursement, up to the amount established for this case in the Policy Form, per Policy Holder and for the period of validity of the Policy.

For medical and pharmaceutical expenses incurred following hospitalisation, Europ Assistance will pay the costs as reimbursement up to **Euro 40,000.00** due of accident and AMOUNTS ACTUALLY PAID due to Illness according the coverage chosen per Policy Holder and for the period of validity of the Policy.

The indicated maximum coverage includes:

- charges for the stay in a care facility prescribed by a physician up to Euro 400.00 per day per Policy Holder;
- expenses for urgent dental care only resulting from an accident, up to Euro 206.58 per Policy Holder and per event;
- costs for repairing prostheses, only resulting from an accident, up to Euro 206.58 per Policy Holder and per event.

Excess:

For expenses incurred not as a result of hospitalisation, reimbursement is made for each individual claim by applying a 20% excess with a minimum of Euro 51.65.

The following are excluded:

- all expenses incurred for pre-existing conditions;
- all expenses incurred by the Policy Holder in the event that he did not report the hospitalisation or First Aid service to Europ Assistance directly or through third parties;
- expenses for the treatment or elimination of congenital physical defects or malformations, for applications of an aesthetic nature, for nursing, physiotherapeutic, spa or weight-loss treatment, and for dental care (except as specified above as a result of an accident);
- expenses for the acquisition and repair of eyeglasses, contact lenses, expenses for orthopaedic and/or prosthetic devices;
- examinations conducted upon repatriation in the place of residence for situations consequent upon illnesses arising on the trip.

### Policy Holder's Obligations

In the event of a claim, and after contacting the Operations Centre by telephone, the Policy Holder must send a written report, within no more than sixty days from the event, addressed to: Europ Assistance - Piazza Trento, 8 - 20135 Milan - with the name of the appropriate office (Claims Liquidation Office - Medical Expense Reimbursement) on the envelope, giving:

- full name, address, telephone number;
- policy number;
- First Aid certificate prepared at the site of the event showing the pathology suffered or the medical diagnosis certifying the type and conditions of the accident suffered;
- in the event of hospitalisation, a copy of the clinical chart;
- originals of receipts for expenses incurred;
- medical prescription for any purchase of medicines with the original receipts for the medicines purchased.

Damage liquidation criteria:

Following an evaluation of the documentation received, the Europ Assistance Claims Liquidation Office will pay the damage or make the relative payment, net of any excess.

### BAGGAGE INSURANCE

Baggage and personal effects insurance

Should the Policy Holder suffer direct material damages because of theft, burglary, robbery, pursesnatching, loss, misplacement, damage to his baggage and/or personal effects, including clothes worn, that he had at the start of the trip, Europ Assistance will pay compensation based on their value at the time of the event, for the established maximum coverage.

In the event of travel by plane, train, coach or ship, coverage includes travel from the departure station (airport, port or bus or train station) to the arrival station.

In the case of travel by automobile or some means other than by ship, plane or coach, coverage includes any locale more than 50 km from the place where the Policy Holder is domiciled or from the registered office of the Contracting party in Italy or abroad.

Maximum coverage:

The guarantee covers up to Euro 800.00 per claim and per insurance year.

In the event of theft, robbery, purse-snatching or loss of ID card, passport or driver license, in addition to the maximum coverage, expenses incurred for replacing said documents, as certified by expense vouchers, are reimbursed up to the total maximum amount of Euro 50.00. Excess:

Damages to the following are covered up to 50% of the amount insured: still and video cameras and photosensitive materials, radios, televisions, recorders and any other type of electronic equipment, musical instruments, weapons of personal defence and/or hunting, eyeglasses and sunglasses. Damages to the following are covered up to 30% of the amount insured:

- cosmetics, medicines, health-care items;
- jewels, precious stones, pearls, watches and clocks, objects of gold./silver/platinum, furs and other precious objects.

The guarantee is effective only if the goods are worn or placed in the hotel's safe.

The amount provided is also reduced by 50% for damages deriving from:

- forgetfulness, negligence or loss by the Policy Holder;
- breaking not resulting from an accident occurring to the means of transport or because of force majeure;
- burglary of the baggage contained inside the vehicle's boot;
- duly locked;
- theft of the entire vehicle.

Without prejudice to the maximum coverages indicated above, the maximum indemnification for any object, including purses, suitcases and rucksacks, may not exceed Euro 175.00.

For reimbursements relating to personal computers, this limit is raised to Euro 500.00; still and video camera accessories (camera, video camera, binoculars, flashes, lenses, batteries, bags, etc.) are considered a single object. Objects purchased during the trip are reimbursable only against presentation of the original purchase receipt.

The following are excluded from the guarantee:

1. cash, cheques, stamps, tickets and travel documents, souvenirs, coins, objets d'art, collections, samples, catalogues, merchandise, helmets, professional equipment, documents other than ID card, passport and driver license;
2. all losses occurring during trips made using motor vehicles of any power;
3. damages deriving from the Policy Holder's fault or gross negligence and those caused to sporting equipment during use;
4. goods other than clothing, such as, for example, watches and eyeglasses or sunglasses, which have been turned over along with clothing to a transport company, including air carriers;

5. the theft of baggage from inside a vehicle not properly locked;
6. theft of the exposed baggage contained in the vehicle's boot;
7. the theft of baggage contained inside the vehicle or in any case visible from the outside;
8. the theft of baggage aboard a vehicle that is not kept in an attended public garage between the hours of 10:00 p.m. and 7:00 a.m.;
9. fixed and service accessories belonging to the vehicle (including extractable radio or player).

#### Policy Holder's Obligations

In the event of a claim, and after contacting the Operations Centre by telephone, the Policy Holder must send a written report, within no more than ten days from the event, addressed to: Europ Assistance - Piazza Trento, 8 - 20135 Milan, with the appropriate office (Claims Liquidation Office - Baggage Matters) indicated on the envelope, and in any case within sixty days from the event, indicating the following:

- full name address, telephone number;
- policy number;
- a copy of the travel tickets or particulars of the stay;
- true copy of the report bearing the stamp of the police authorities of the place where the event occurred;
- the circumstances of the event
- a list of the objects missing or stolen, their value, and the purchase date;
- the names of the Policy Holders who suffered the damage;
- a copy of the claim letter presented to the innkeeper or carrier who may be responsible;
- documentary evidence of the expenses for replacing the documents, if incurred;
- invoices or receipts verifying the value of the goods damaged or stolen and their purchase date;
- repair invoice or statement of unrepairability of the damaged or stolen goods, written on letterhead by a licensed operator or industry specialist.

The following must be attached to the request for reimbursement only in the event of failed delivery of and/or damage to all baggage, or part thereof, delivered to the air carrier:

- a copy of the Passenger Irregularity Report (PIR) submitted immediately to the airport office specifically designated for missing baggage claims;
- a copy of the claim letter sent to the air carrier with the request for compensation and the carrier's letter of response.

#### Damage liquidation criteria:

The damage is paid as a supplement to the amount reimbursed by the responsible air carrier or innkeeper and up to the amount insured, based on the commercial value which the insured goods had at the time of the event, as shown by the documentation provided to Europ Assistance. In the case of objects purchased not more than three months prior to the event, reimbursement will be made based on the purchase value, if proved by the relative documentation. In the case of physical damage, the repair cost will be reimbursed upon presentation of the invoice. In no case will so-called sentimental value be taken into account.

#### Expenses for delayed delivery of baggage

If, following delivery of the baggage more than 12 hours late in relation to duly confirmed airline flights, the Policy Holder incurs unforeseen expenses for the purchase of necessary toiletries and/or clothing, Europ Assistance will reimburse them based on the established maximum coverage. Maximum coverage

Reimbursement will be made up to the maximum amount of Euro 250.00 per claim and per year of duration of the Policy.

The following are excluded from the guarantee:

- delayed delivery of the baggage in the airport of the Policy Holder's city of residence;
- all expenses incurred by the Policy Holder after receiving the baggage.

#### Policy Holder's Obligations

The Policy Holder must send a statement from the airport management company or the air carrier attesting that delivery of the baggage was delayed more than 12 hours, and giving the time of delivery;

Annex 1

## **LEGAL PROTECTION - INSURANCE**

### Art. 1 - Object of the Insurance

Europ Assistance provides legal assistance in or out of court and the relative costs that may be necessary to protect the interests of the Policy Holder and the members of his immediate family as shown on the family status certificate.

These costs are:

the fees of the attorney assigned to manage the claim; court costs;

fees for testimony by experts and the fees of those appointed by the court;

expenses paid in favour of the adverse party in the event of loss of the case or owing to it in the event of settlement authorised pursuant to art. 5 of the present Conditions governing Legal Protection insurance.

Guarantees are given and are valid for:

a) exercise of claims for compensation for damages to persons and/or things suffered because of unlawful acts by third parties;

b) exercise of claims deriving from traffic accidents in which the insured persons were involved as pedestrians, cyclists, drivers of motor vehicles or as passengers in public private vehicles they own or owned by third parties, as a partial exception to the provisions of the following paragraph; c) disputes with public welfare or social institutions;

d) litigation arising from presumed contractual non-performance by the Policy Holder or the adverse party, so long as the value at issue is greater than Euro250.00.

e) litigation relating to employment with regularly hired domestic workers;

f) defence in criminal proceedings for unpremeditated crimes or violations; the guarantee is in force even before official formulation of the crime report.

g) any independent work, business or employment (as per the risk description); The guarantees described above are not given in regard to:

h) ownership and on-road circulation in Italy relating to vehicles subject to mandatory insurance as per Law 24/12/ 1969 n.990 and subsequent modifications;

i) rental and rights relating to real property or parts thereof.

### Art. 2. Onset of the Claim

The insurance guarantee is given in the event of right to compensation for extra-contractual damages and of criminal proceedings for claims that initiate during the contract.

The guarantee extends to claims arising during the period of the validity of the contract reported within six (6) months from termination of the contract.

Onset of the claim is understood as:

for the recovery of extra-contractual damages: the moment when the loss occurred that have rise to the right to compensation;

for all other cases: the moment when the Policy Holder, the adverse party or a third party violated or began to violate the provisions of law and contract.

In the presence of multiple violations of the same nature, reference is had to the date of the first violation as the moment of onset of the claim.

The guarantee is not in effect in cases arising from contracts which, at the time the insurance was stipulated, had already been cancelled by one of the contracting parties or whose cancellation, termination or modification had already been requested by one of the contracting parties. Disputes initiated by or against multiple parties and involving identical or similar demands are considered a single claim for all intents and purposes.

The claim is considered single for all intents and purposes in the presence of inquiries or indictments against one or more insured persons and involving the same accident or event.

Art. 3. Accident Report and free choice of attorney

The Policy Holder must immediately report to Europ Assistance any accident when it occurs and/or when it comes to his attention. In any case, he must send Europ Assistance notification of any act served against him within five days from the date of service. When making the report, the Policy Holder is entitled to indicate a single attorney residing in the place where the court competent to hear the dispute is seated.

If this indication is not made, and if there is no conflict of interest with Europ Assistance, the latter is understood to be designated to proceed directly to appoint an attorney to whom the Policy Holder must grant authority.

Art. 4. Supply of evidence and documentation needed to provide the insurance guarantee If the Policy Holder requires insurance coverage, he must, upon penalty of the lapse of the insurance guarantee:

a) immediately inform Europ Assistance in a full and truthful manner of all the particulars of the accident and indicate the evidence and documents and, upon request, make them available; b) grant authority to the attorney charged with protecting his interests and informing him completely and truthfully of all facts, indicate the evidence, provide all possible information, and procure the necessary documents.

The Policy Holder is further required to regularise the necessary documents at its own expense according to tax-stamp and recording laws, and to assume any other fiscal burden which may arise during the course or at the end of the litigation.

#### Art. 5. Claim Management

Upon receiving the accident report, Europ Assistance acts to achieve an amicable settlement of the dispute. If it does not succeed in this, and if the Policy Holder's claims appear likely to succeed and in any case when a criminal defence is necessary, the case is sent to the attorney chosen according to art. 3).

Appeals and objections to pecuniary administrative and secondary sanctions set by the Highway Code are in any case always the exclusive purview of Europ Assistance.

Further appointment of other attorneys, whether acting as dominus or addressees at the same procedural level is not covered by the insurance guarantee.

The insurance guarantee is given for each higher level of civil and criminal procedure only if a challenge appears likely to succeed.

The Policy Holder may not come to a settlement of the dispute directly with the adverse party, either in or out of court, without the prior authorisation of Europ Assistance.

Appointment of any experts is the exclusive purview of Europ Assistance. Europ Assistance is not responsible for the actions of attorneys and experts. Enforcement operations are limited to two attempts. In the event of a conflict of interests or disagreement regarding management of claims between the Policy Holder and Europ Assistance, the decision is referred to an arbiter, to the exclusion of court proceedings, designated by mutual agreement of the parties, or, failing agreement, by the presiding judge of the Court of Milan. Each of the parties contributes to half of the arbitration costs, regardless of the outcome of the arbitration. Europ Assistance undertakes to notify the Policy Holder of his right to avail himself of this procedure.

#### Art. 6. Recovery

All sums recovered or in any case paid by the adverse party as capital and interest are owed in full to the Policy Holder. Fees and costs paid in court or agreed to in settlement belong to Europ Assistance, which incurred or advanced them.

#### Art. 7. Geographical Extension

In the case of compensation for extra-contractual damages deriving from unlawful acts of third parties and of criminal proceedings, the insurance is extended to accidents arising anywhere in the world.

In all other cases, the guarantee extends to accidents which occur and must be handled in the Republic of Italy, in the Vatican State and in the Republic of San Marino and/or where the individual Policy Holder has his residence.

#### Art. 8. Maximum coverage

The guarantees established by the present Policy are provided up to a maximum of Euro5,000.00 per insured case, with no limit per insurance year.

#### Art. 9. Exclusions

The following are excluded from the guarantee:

- a) litigation involving laws on family, inheritance and gifts;
- b) litigation in fiscal and administrative matters;
- c) litigation for events consequent upon popular disorder (such as popular uprisings), war, acts of terrorism, acts of vandalism, earthquakes, strikes and shutdowns, and the possession or use of radioactive substances;
- d) litigation involving patent, trademark and copyright law, exclusivity, unfair competition, relations among shareholders and/or directors;
- e) litigation for the payment of fines and sanctions in general;
- f) disputes deriving from the ownership or operation of boats or aircraft;
- g) litigation for intentional acts by the insured persons;
- h) for non-accidental acts relating to environmental pollution;
- i) for any expense arising from civil action when the Policy Holder is pursued criminally.

## HOW TO CALL EUROP ASSISTANCE:

In case of need, wherever you are, at any time, the Europ Assistance Operations Centre is open 24 hours a day. The specialised staff at the Europ Assistance Operations Centre are at your disposal, ready to intervene or explain the best way to resolve any type of problem in the best possible way, and to authorise any expenditures.

**IMPORTANT:** do not take any action without first telephoning the Operations Centre at

02-58-28-65-02

The following information must be given immediately to the operator: 1.

type of action requested

2. Full name

3. Policy number

4. telephone contact number

Fax 02.58.38.42.34

Telegram - Europ Assistance Italia Spa - P.za Trento, 8 - 20135 Milan

**NOTICE:** to call the Operations Centre from abroad:

Telephone +39.02.58.28.65.02

you must dial the telephone number 02.58.28.65.02 preceded by the international prefix 00.39. except for certain countries.