

# Filo diretto

**ASSICURAZIONI**

Una società del Gruppo Filo diretto

## Multi-Risk Comprehensive Travel Insurance Policy



**AMIEASY**®

This information booklet which includes:

- a) General Description and glossary
- b) Insurance Policy terms and Conditions

has to be given to the contracting party before subscribing the policy.

BEFORE SUBSCRIBING THE POLICY, PLEASE READ THE GENERAL DESCRIPTION CAREFULLY



**Gruppo Filo diretto**

INTERNATIONAL ASSISTANCE GROUP

## HOW TO REQUEST ASSISTANCE

You must immediately contact the Alarm Center, which is open 24 hours a day:

- from Italy, by calling the **TOLL-FREE NUMBER 800 279745**
- from foreign countries, by calling 0039 039.6554.6646

You will be asked to provide the following information:

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

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

## **GENERAL DESCRIPTION FOR INSURANCE POLICIES AGAINST LOSS OR DAMAGE**

Amieasy General Description valid for forms 0111, 0113, 1221, 1222,1223 (2013–01 issues)  
Last update 31/01/2013

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

This *General Description* is prepared according to the layout outlined by ISVAP, but its content is not subject to any prior approval by ISVAP.

Contracting party shall examine insurance conditions before taking out a policy.

This contract, any annex thereof, and notifications during the period of the contract are written in Italian; contracting party shall be entitled to arrange the translation into a different language, accordingly with the Company.

### **A) INFORMATION ABOUT THE INSURING COMPANY**

#### **1) General Information**

- Name, legal form and headquarters of the company

The policy will be taken out with Filo diretto Assicurazioni S.p.A., parent company of Gruppo Filo diretto, registered under number 039 with the Insurance Companies Register (*Albo dei Gruppi Assicurativi*), with headquarters in Italy, 20864 Agrate Brianza (MB) Centro Direzionale Colleoni - Via Paracelso 14, phone.: +39-039-6056804 e-mail: assicurazioni@filodiretto.it  
Any variation must be promptly notified in writing to the contracting party by the company and will be made available through the company's web site: [www.filodiretto.it](http://www.filodiretto.it)

- Authorization to practice insurance activities

Filo diretto Assicurazioni S.p.A. is duly licensed to operate as an insurance provider pursuant to the Decree issued by the Ministry of Industry, Trade and Commerce on October, 20<sup>th</sup> 1993 (Official Journal, *Gazzetta Ufficiale*, of November 3<sup>rd</sup> 1993 no. 258). Registration number 1.00115 in the 1<sup>st</sup> Section of the Business Register.

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

Information about the company's assets, as foreseen in Isvap Regulation no. 35 of May, 26<sup>th</sup> 2010, are reported in the special summary enclosed as an annex to this Brief.

For any update regarding the assets and any variation in the provisions under this Brief, please refer to the company's web site [www.filodiretto.it](http://www.filodiretto.it).

### **B) INFORMATION ABOUT THE POLICY**

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

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

### 3) Insurance Cover – Limits and Exclusions

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

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

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

*Franchise:* regardless of the amount of the damage to be indemnified suffered by the insured party following an accident, a fixed amount shall be charged to the insured party (i.e.: Euro 70.00);

*Fixed excess:* regardless of the amount of the damage to be indemnified suffered by the insured party following an accident, a fixed percentage shall be charged to the insured party (i.e.: 25% of the damage);

*Limit of liability:* regardless of the amount of the damage to be indemnified suffered by the insured party following an accident, the indemnity paid by the company shall not exceed the fixed amount (i.e.: Euro 5,000.00)

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

*Warning:* the contract, with reference to policy *"Resident"* (as described in the policy form), provides a maximum limit of the insurable age (valid only for guarantees *"Medical Expenses"*, *"Assistance to the person"* and *"Land Accidents"*) identifying as insurable individuals those who, at the date of the stipulation, are younger than 75; nevertheless, the insurance shall remain valid for individuals who were already insured. For further details, please refer to the clause about Insurance Conditions *"Non insurable person"*.

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

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

### 5) Risk Increase and Decrease

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

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

## 6) Premium

To subscribe to the policy, the contracting party will pay the first installment of the premium. The premium always refers to insurance durations of one year, unless shorter durations are provided, and it will be due in full even if the premium is divided into installments. The company will accept payment of the premium by bank transfer, bank draft, personal check, or cash up to the limits provided by the law and by Isvap Regulation no. 5, and by any other means complying with the legal provisions in force and accepted by the broker as authorized by the company.

## 7) Recourses

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

## 8) Right of Withdrawal

*Warning:* the insurance policy may assign the right of withdrawal to the insured party, to the company or to both of them. The insured party can refer to the reference Article "*Withdrawal in Case of an accident*" for the terms and conditions for exercising this right. For policies stipulated by the contracting party/insured party directly with the company without the support of a broker (so-called direct sale), the insured party should also see the provisions under the Article "*Right of Withdrawal*".

## 9) Debarment and Forfeiture of the Rights Arising out of the Policy

Pursuant to article 2952 of the Italian Civil Code, the rights of the insured party (subject benefiting from the stipulation of the policy) arising out of the policy are forfeited two years after the day of the event which the right is based upon and/or after the day when the third party has filed a claim for damages to the insured party or has started any legal action against him/her.

We would like to remind the contracting party/insured party to read the policy carefully before subscribing to it.

## 10) Applicable Law and Jurisdiction

The policy will be regulated exclusively by Italian law; nevertheless, the Parties are entitled – before signing the policy – to select another applicable legislation, within the limits provided by application of the domestic compulsory provisions and notwithstanding the priority of special provisions of any compulsory insurance defined by Italian regulations.

Filo diretto Assicurazioni S.p.A. applies the Italian law to the policy to be subscribed. Italian compulsory provisions will be applied.

## 11) Tax Regulations

Tax charges and any other legal charge pertaining to this policy will be charged to the contracting party.

## C) INFORMATION ABOUT PAYMENT PROCEDURES AND CLAIMS

### 12) Accidents – Accident Payment

*Warning:* The Insurance policy may provide particular terms and conditions for the report of accidents, as defined in the section "*What to Do in Case of an Accident*"; non-compliance with these terms may reduce or cancel the right to indemnity, as defined in detail in the Article "*Obligations of the Insured Party*" and "*Report of an Accident and Relevant Obligations*".

*Warning:* the right time of occurrence of the accident must be identified:

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

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

Furthermore, the insurance policy may entail costs for determining the damage for the insured party, for the company or for both of them. The insured party should see the details about payment procedures in the pertinent Articles.

### 13) Claims

In the event of any claim regarding the contractual relationship or accident management, the Insured Party must notify the Insurer's Claim Office (Ufficio Reclami of Filo diretto Assicurazioni S.p.A. - Centro Direzionale Colleoni - Via Paracelso, 14 - 20864 - Agrate Brianza - MB - Italy - fax no. +39 039 6892199 - [reclami@filodiretto.it](mailto:reclami@filodiretto.it)).

Should the insured party not deem the result of the claim satisfactory or in case of non-reply within forty-five days, he/she may contact ISVAP, Servizio Tutela degli Utenti, Via del Quirinale, 21, - 00187 - Rome - Italy, and must enclose the documents supporting the claim that was submitted to the company.

As far as disputes regarding the definition of indemnity and liability are concerned, we would like to remind you that they will fall exclusively within the competence of legal authorities and that it is possible to appeal to conciliatory systems wherever there are any.

### 14) Arbitration

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

Either party is entitled to appeal directly to legal authorities to have his/her rights protected.

## DEFINITIONS

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

**ABROAD** – any country other than Italy as defined hereinafter;

**ACCIDENT** – any occurrence of any fact or harmful event as covered by the insurance;

**ALARM CENTER** – the company's structure composed of technicians and operators, working 24 hours a day, seven days a week, who reply by phone to the requests of the insured party and arrange and provide assistance;

**AMBULATORY** – any medical center or structure duly equipped and authorized to provide medical assistance or examinations, as well as any consulting room legally authorized for individual doctors;

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

**BREAKDOWN** – any damage suffered from any vehicle and due to wear-and-tear, defect, failure, non functioning of its components (except an intervention of ordinary maintenance) that prevents the insured party from making normal use of the vehicle;

**CAR ACCIDENT** – any event that affects any vehicle, arising out of a fortuitous circumstance, malpractice, negligence, non-compliance with provisions and regulations that is connected with road circulation, as defined by the law, that damages the vehicle and prevents its regular use;

**COMPANY** – Filo diretto Assicurazioni S.p.A.;

**CONTRACTING PARTY** – any natural or legal person who stipulates the insurance policy;

**DAY HOSPITAL** – any one-day admission to the hospital that does not entail an over-night stay;

**DAMAGE** – any deterioration to the luggage due to breakage, collision, or impact with steady or moving objects;

**DEDUCTIBLE** – any fixed amount charged to the insured party for any accident;

**DIRECT SALE** – any policy stipulated by the contracting party/insured party directly with the company, on the web site [www.filodiretto.it](http://www.filodiretto.it), without the support of a broker;

**DURATION OF THE POLICY** – the period of validity of the insurance policy selected by the insured party;

**EUROPE** – any European and Mediterranean country, Russian Federation excluded;

**EXPENSES OF THE LOSING PARTY** – any expense for a proceeding that the losing party has to pay to the winning party;

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

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

**FIRE** – any combustion with flames;

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

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

**HOSPITAL** – any health care institute, nursing home, university hospital that is duly authorized – as per legal requirements by relevant authorities – to provide hospital assistance. Spas, convalescent homes, centers with beauty or dietary purposes are excluded;

**HOSPITALIZATION** – any stay in a hospital with an over-night included;

**ILLNESS** – any variation in health conditions that is not due to an accident;

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

**INJURY** – any event due to a fortuitous, violent or external cause, producing bodily injuries – that may be objectively detected – that results in death, permanent disability or temporary partial or total inability;

**INSURANCE** – the insurance policy;

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

**ITALY** – the territory of Italian Republic, the Vatican City and the Republic of San Marino;

**LIMIT OF LIABILITY** – any maximum amount paid by the company for any accident covered by the insurance;

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

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

**OFFICIAL RESIDENCE** – any place where the natural or legal person is officially resident, as per the vital records office;

**PERMANENT DISABILITY** – any definitive partial or total loss of the ability of the insured party to carry out any work, regardless of his/her job, due to accidents

**POLICY:** any document certifying the insurance;

**PRE-EXISTING DISEASE** – any disease that is directly due to pathological situations that arose before the stipulation of the policy;

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

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

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

**ROBBERY** – any misappropriation of personal property from the owner, using violence or by threatening the owner him/herself;

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

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

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

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

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

**TRAVEL COMPANION** – Any insured person who, even though not related to the insured party who suffered the accident, is regularly participating in the same travel as the insured party;

**TURNOVER** – any total amount billed by the Contracting party during validity of the policy;

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

**VEHICLE** – any mechanical means of transport driven by the insured party that operates with an engine and runs on roads, both public and private.

**WORLD** – all the countries of the world, except US and Canada;

***Filo diretto Assicurazioni S.p.A. is responsible for the truthfulness and completeness of the information reported in this General Description.***

The Legal Proxy  
Mr. Gualtiero Ventura



## **AMIEASY INSURANCE CONDITIONS**

AMIEASY Insurance Conditions valid for forms 0111, 0113, 1221, 1222, 1223 (2013–01 issues)  
Last update 31/01/2013

### **SECTION 1 – MEDICAL EXPENSES**

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

#### **Article 1.1 – Purpose of the Insurance**

Within the limits of liability granted for the insured party as reported in the policy form, any medical expense for urgent and non deferrable care or operations, that is duly detected and proven by documentary evidence, that was suffered by the insured party during travel due to an accident or illness that arises during the validity of the guarantee will be reimbursed.

The guarantee includes:

- Any expense for hospital stays;
- Any expense for surgical operations and doctor's fees due to an illness or accident;
- Any expense for outpatient medical examinations, diagnostic and clinical tests (provided that they refer to the illness or accident reported);
- Any expense for the medicines prescribed by the local doctor (provided that they refer to the illness or accident reported);
- Any expense for urgent dental care, due to the accident, up to Euro 200.00 per insured party;
- Any expense of transport from the place of the accident to the closest hospital, up to Euro 5,000.00.

In case of hospitalization due to an accident or illness subject to indemnity pursuant to the policy, the alarm center, upon the request of the insured party, will proceed with direct payment of medical expenses.

Nevertheless, the insured party will be charged, and will proceed with direct payment on site, of any amount exceeding the limits of liability provided in the policy and any relevant deductible. For amounts exceeding Euro 1,000.00, prior authorization by the alarm center is required.

Any medical expense incurred in Italy due to exclusively the accidents that occur during travel will be reimbursed up to Euro 1,000.00, provided that they are incurred within 60 days from the date of return.

#### **Article 1.2 – Deductible and fixed excess**

To each accident a fixed deductible of Euro 70.00 will be applied; this deductible will be charged to the insured party.

To each accident with amounts exceeding Euro 1,000.00 in case of non-authorization by the alarm center, a fixed excess corresponding to 25% of the amount to be reimbursed will be applied (the minimum amount applicable amounts to Euro 70,00).

It is understood that no indemnity will be due for amounts exceeding Euro 1,000.00 if the insured party cannot demonstrate the effective payment of the medical expenses by bank transfer or credit card.

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

In addition to the exclusions under the Provisions applicable to the guarantees, any expense for dental, physiotherapeutic, nursing, spa, weight-loss treatment and for the elimination of congenital physical defects are excluded, as well as any expense for eye-glasses, contact lenses, prosthesis and therapeutic devices, beauty operations or applications. The insurance does not cover voluntary abortions, nor treatments or therapies or for fertility and/or sterility and/or impotence.

Should the insured party fail to notify the alarm center of the hospitalization (including day

hospitals) or services supplied by emergency rooms, any relevant expense is excluded; Should the insured party want to have recourse to hospitals or doctors that are not included in the Network Agreed by the company, the maximum amount payable by Filo diretto Assicurazioni will not exceed the amount of Euro 300,000.00, notwithstanding the limits of liability as reported in the policy.

Within the limits of liability as reported in the policy, for individuals resident in Italy and whose travel destination is Italy, the company will reimburse to the insured party any medical expense incurred due to an accident.

In Italy, should the insured party avail himself/herself of the National Health System, the guarantee will refer to any expense or exceeding expense charged to the insured party.

## **SECTION 2 – ASSISTANCE TO THE PERSON AND TO THE VEHICLE**

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

### **Article 2.1 – Purpose of the Insurance**

If the insured party runs into difficulties due to the occurrence of illness, accidents or fortuitous events, the company will foresee to immediately making the services granted by the insurance available to the insured party, within the terms provided in the policy and through the staff and equipment of the alarm center .The support provided may consist of cash or kind.

### **Article 2.2 – Medical Consultation Rendered by Phone**

If, due to illness or an accident, the health conditions of the insured party need to be ascertained, the company will make the medical service of the alarm center available to the insured party for medical contacts aiming at the handling of the first medical emergency

### **Article 2.3 – Availability of a Doctor in Italy in case of emergency**

Should the insured party, travelling in Italy, need a doctor and cannot locate one, the company – through its alarm center – will make its medical assistance service available to the insured party at night (from 8 pm to 8 am) and 24 hours a day on Saturdays and holidays; this service ensures the availability of general practitioners, ready to intervene upon request. After the alarm center has been contacted and following a first diagnostic examination carried out by the internal doctor, the company will send the necessary doctor free of charge.

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

### **Article 2.4 – Suggestion of a Doctor Abroad**

If, after any medical consultation (please refer to "Medical Consultation Rendered by Phone") the insured party needs a medical examination, the alarm center will suggest a doctor – if any – in the area of the insured party depending on the local availability.

### **Article 2.5 – Monitoring of Hospitalization**

Should the insured party be hospitalized, the medical service of the alarm center will be at his/her disposal to provide communication and updates on the course of the illness to the family members of the insured party.

### **Article 2.6 – Organized Medical Transport**

The medical service of the operative Headquarters, following any sickness or accident occurred to the insured party and implying infirmity or injuries that may not be treated on site or preventing the continuation of the travel and/or of the stay, after consulting the local doctor

and if necessary/possible the general practitioner of the insured party, shall arrange – upon delivery to the Company of medical records released on-site stating the nature of the disease – the medical transport/return. According to the seriousness of health conditions, the insured party shall be transferred to the most suitable medical center or transferred to its residence. The medical service of the operative headquarters shall decide how to arrange the medical transport; the following means may be used: – medical aircraft – passenger aircraft – sleeping car – 1<sup>st</sup> class berth – ambulance – other means as deemed suitable.

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

### **Article 2.7 – Return of Family Members or Travel companion**

In case of medical transport of the insured party, of the corpse, or return of the convalescent, the alarm center will make arrangements, and the company will incur the costs, for the return of family members only if they are insured (flight in economy class or by train in 1<sup>st</sup> class) or one travel companion. The service will be rendered solely if the insured party cannot use his/her own tickets.

### **Article 2.8 – Transport of the Corpse**

In case of death of the insured party during travel and/or a stay, the alarm center will arrange transport of the corpse, carry out any formality required and pay any expense that is required and essential (after-death treatment, documents for the transport of the coffin), up to the place of burial in the country of residence of the insured party. The guarantee does not include the expenses for research, funeral, burial and possible recovery of the corpse.

### **Article 2.9 – Travel of a Family member in Case of Hospitalization**

Should the insured party be hospitalized for more than 5 days, the alarm center will arrange, and the company will pay, for travel (round-trip flight ticket in economy class or 1st class train ticket) as well as accommodation expenses up to a daily limit of Euro 100.00 and for a maximum of 10 days for one family member.

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

### **Article 2.10 – Assistance to Minors**

If, due to illness or accident, the insured party cannot take care of his/her under-age children travelling with him/her, the alarm center will provide a family member or any other person as nominated by the insured party or the spouse, with a round-trip flight ticket in economy class or 1st class train ticket, in order to reach the minors and take them home.

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

### **Article 2.11 – Return of the Convalescent Traveler**

Should the health conditions of the insured party prevent him/her from returning to his/her residence using the means as defined in the beginning, the operation headquarters shall arrange and the company – upon delivery to the Company of medical records released on-site stating the nature of the disease – shall pay the expenses for a return ticket (for a flight in economy class or by train in 1<sup>st</sup> class).

The service shall be rendered solely if the insured party may not use his/her tickets.

### **Article 2.12 – Extension of Stay**

The alarm center will arrange an extended overnight stay for the insured party, the family

members or the travel companion, if insured, in the event of illness or accident of the insured party, provided that this is demonstrated by a regular medical report and the company will incur the expenses for the overnight stay for a maximum of 10 days and anyway up to a daily limit of Euro 100.00.

### **Article 2.13 – Urgent Dispatch of Medicines Abroad**

The alarm center will arrange, if reasonably possible and in compliance with provisions concerning the transport of medicines and solely following a fortuitous event, accident or illness, the dispatch of the medicines required for continuation of the ongoing therapy if the insured party cannot obtain these or equivalent medicines on site. In any case the cost of these medicines will be charged to the insured party.

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

If necessary and following hospitalization of the insured party abroad, or following legal proceedings for facts without malice aforethought against the insured party, the alarm center will arrange an interpreter – only in countries where its correspondents are present – and the company will incur the relevant fees up to Euro 1,000.00.

### **Article 2.15 – Advance Payment of First Aid Expenses**

Should the insured party incur unexpected expenses due to particularly serious events that can be demonstrated, the alarm center will proceed with the "on site" payment of invoices or with an advance of money to the insured party up to Euro 8,000.00 if an adequate guarantee is provided by any third party at home to cover the loan at once.

### **Article 2.16 – Early Return**

The alarm center will arrange a ticket for the early return of the insured party and the company will incur the costs (flight ticket in economy class or 1<sup>st</sup> class train ticket) to his/her residence if in the country of residence, death occurs or there is an imminent danger of life to one of the following family members: spouse, child, brother/sister, parent, parent-in-law, brother-in-law, sister-in-law, grandparent, uncle, aunt, niece and nephew up to the 3<sup>rd</sup> degree of kinship. The service is effective for any material damage to the primary residence or holiday home, to the office or to the company of the insured party that requires his/her presence.

Should the insured party have to leave his vehicle and return home earlier, the company will put a plane or train ticket at his/her disposal to go and retrieve the vehicle afterwards. The service will be rendered solely if the insured party may not use his/her own tickets.

### **Article 2.17 – Telephone/telegraph Expenses**

The company will pay any proven expense necessary for contacting the alarm center up to Euro 100.00.

### **Article 2.18 – Notification of Urgent Messages**

Should the insured party be in difficulty and be prevented from sending urgent messages to persons, the alarm center will arrange notification of these messages.

### **Article 2.19 – Expenses for Aid, Search and Retrieval**

In case of an accident or illness, expenses for search and aid are guaranteed up to Euro 1,500.00 per person, provided that such search is carried out by an official organization.

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

The company will proceed with the advance payment abroad of any criminal bail as required by local authorities to release the insured party provisionally up to Euro 25,000.00. Since this

amount merely represents an advance payment, the insured party will nominate a person who will concomitantly deposit the same amount in the bank account of the company. Should the bail be reimbursed by local authorities, it will be promptly returned to the company, which will then reimburse the above-mentioned bond. This guarantee is not valid for facts connected with drug traffic or trade, or for the participation of the insured party in political demonstrations.

**For travels in Europe, the company will arrange and handle- through the alarm center -the services under the following Articles, which are provided for a car breakdown or accident; it is understood that any expense for vehicle repair (due to breakdown and/or accident and/or theft) will always be charged to the insured party.**

#### **Article 2.21 –Road Service and Tow**

Should the vehicle stop due to a breakdown or accident, the alarm center is available 24 hours a day to dispatch a tow truck and the company will incur the relevant expenses so that the vehicle can be towed to the nearest service center of the manufacturer or to the closest car service or will make arrangements for a car repair shop to perform small repairs to the vehicle – if possible – on site to get it started.

The cost of any spare part used to repair the car on site and any other expense for repair will be charged to the insured party.

Furthermore, the cost for the tow service will be charged to the insured party if the breakdown or accident occurred outside the public road network or in equivalent areas (off-road circuits or racing tracks).

Should the vehicle stop on a highway in Italy, the insured party must call the authorized tow service and then must notify the alarm center. This communication is compulsory for reimbursement of the cost for the tow service by the alarm center upon submittal of a receipt issued by the authorized tow service.

#### **Article 2.22 – Dispatch of Spare parts**

The alarm center will arrange the research and the dispatch of spare parts necessary for repair of the vehicle whenever they are not available where the breakdown or accident occurred. In case of air freight, the spare parts will be dispatched to the airport nearest to the place where the vehicle is. In any case, the costs concerning the purchase of the spare parts and customs, will be charged to the insured party.

#### **Article 2.23 – Expenses for Accommodation**

Should the vehicle stop due to a breakdown or accident and the repair cannot be performed until the next day, or should the vehicle be stolen and passengers have to remain far from home, the company will pay the expenses for a B&B accommodation for all the passengers of the vehicle up to Euro 100.00 per person. Any other expense than the ones mentioned above will be charged to the insured party.

#### **Article 2.24 – Special Exclusions and Limits Applicable to Guarantees for Assistance to the Person and to the Vehicle**

In addition to the exclusions under the Provisions applicable to the guarantees, the company will not cover the expenses incurred by the insured party without prior authorization from the alarm center.

Should one or more services not be rendered to the insured party, the company will not indemnify the insured party for the non-rendered services, nor will it supply any alternative services by way of compensation.

The company will not pay any reimbursement or indemnify in place of services when the

services were provided by other insurance companies or institutions when they have not been previously requested through the alarm center or arranged by it. The reimbursement will be paid (up to the limits provided in this policy) if the alarm center, after having been contacted, has duly authorized the insured party to arrange the services of assistance on his/her own; in this case, the original documents supporting the expenses incurred by the insured party for the services rendered will be sent to the alarm center.

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

The services of vehicle assistance do not apply to:

- Any vehicle that was registered for the first time more than 8 years prior;
- Any vehicle exceeding 3.5 tons;
- Any non-land vehicle that is not duly registered;
- Any rented, leased vehicle or the ones used for public transport;
- Any authorized vehicle transporting more than nine passengers;
- Any vehicle transporting more passengers than provided in the registration document.

### **Article 2.25 – Responsibility**

The company will not be responsible for any delay or obstacle that may arise while rendering the services of assistance in case of events already excluded pursuant to the General and Special Conditions due to:

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

### **Article 2.26 – Ticket Return**

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

## **SECTION 3 – LUGGAGE**

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

### **Article 3.1 – Purpose of the Insurance**

Within the limits of liability provided in the policy, the insurance covers:

- The luggage of the insured party against the risks of fire, theft, bag-snatching, robbery, loss, breakdown and non-return by the carrier.
- Within the above-mentioned limits of liability, but still up to Euro 300.00 per person, reimbursement of the expenses for reissue/duplication of the passport, identity card and driving license and/or nautical license due to the above-mentioned events;
- Within the above-mentioned limits of liability, but still up to Euro 300.00 per person, the reimbursement of the expenses for the documented purchase of indispensable clothes and personal items incurred by the insured party due to total theft of the luggage or its late return by the carrier (at least 12 hours after the arrival of the insured party at destination).

### **Article 3.2 – Special Exclusions and Limits Applicable to the Guarantees for Luggage**

In addition to the exclusions under the Provisions applicable to the guarantees, the company will not cover the damages due to:

- a) fraud, offense, negligence of the insured party, as well as carelessness;
- b) insufficient or inadequate packaging, ordinary wear-and-tear, manufacturing defects and adverse climate circumstances;

- c) any break or damage to the luggage unless due to theft, robbery, bag-snatching or caused by the carrier;
- d) theft of the luggage from the vehicle that is not duly locked or theft of the luggage placed on motor-cycles or on external luggage racks. Any theft of luggage from 8 pm to 7 am is excluded unless the vehicle is duly locked and parked in attended car park;
- e) money, credit cards, cheques, shares and collections, set of samples, documents, plane tickets and any other travel document;
- f) jewels, gems, furs and any other valuable item left unattended;
- g) goods purchased during travel without regular supporting proof of payment (invoice, bill, etc.);
- h) goods - other than clothes, cases, bags and rucksacks - that have been given to any carrier, air carrier included;

Notwithstanding the insured amounts and the maximum coverage of Euro 300.00 per item, reimbursement will be limited to 50% for jewels, gems, watches, furs and any other valuable item, photo-video equipment, radio-TV sets and electronic devices.

Photographic equipment (such as lenses, filters, flashes, batteries, etc.) are considered one single item.

### **Article 3.3 – Criteria for Reimbursement**

Any reimbursement will be settled, as an integration to the amount reimbursed by the air carrier or by the hotel owner liable for the event, up to the limit of the insured amount, on the basis of the as-new value of the items for the goods purchased during the three months before the damage (suitable proof of the purchase, such as invoice or bill, must be provided), otherwise the reimbursement will consider deterioration and the actual conditions of the items. As for the goods purchased during the travel, reimbursement will be settled only when adequate proof of their purchase is submitted by the insured party.

### **Article 3.4 – Obligations of the Insured Party in case of an Accident**

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

## **SECTION 4 – TRAVEL CANCELLATION**

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

### **Article 4.1 – Purpose of the Insurance**

According to the conditions in this policy, the company will indemnify the insured party and one single travel companion - provided that he/she is insured and his/her name is put down for the same travel - the amount due for cancellation of touristic services, as defined pursuant to the General Conditions of the Policy, that are made necessary by circumstances that were unforeseen at the time the reservation of the travel or touristic services were made; such circumstances may be due to:

- Death, illness or an accident to the insured party or the travel companion, to his/her spouse/partner living with him/her *more uxorio*, parents, brothers, sisters, children, parents-in-law, brothers-in-law, sisters-in-law, grandparents, uncles, aunts, nephews and nieces up to the

3<sup>rd</sup> degree of kinship, co-partner of the company of the insured party or direct manager, that prevent the insured party from setting out on the travel due to his/her health conditions or because he/she is required to assist the above-mentioned persons due to illness or an accident.

- Material damages to the house, the office or the firm of the insured party that require his/her presence;
- Impossibility of the insured party to reach the place of departure due to serious weather hazard as defined by relevant authorities;
- Breakdown or accident of the means of transport used by the insured party preventing him/her from reaching the place of departure of the travel;
- When the insured party receives a Court summons or is "called upon" for Juror duty, when said notification is served after the reservation was made;
- Theft of the documents that are required by the insured party to travel abroad, provided they cannot be reissued in time to travel;
- Impossibility to use the already planned holidays by the insured party due to a new job or dismissal carried out by the employer;
- Impossibility to reach the selected destination due to hijacking;
- Impossibility to start the travel due to a variation in dates of: school examinations, qualifying examinations or competitive state examinations;
- Impossibility to start the travel if within 7 days from the departure, the insured party's pet is lost or stolen (duly registered cat or dog) or when said is subject to any life-saving surgical operation due to accident or illness of the pet.

In case of an accident involving more than one insured party whose names are put down for the same travel, the company will indemnify all the family members entitled to the reimbursement and only one travel companion, provided that they are insured as well.

#### **Article 4.2 – Limits of Liability, Fixed excess, Deductible**

The insurance covers the total cost of the travel within the limits reported in the policy form per insured party (including the costs for management of the claim, fuel adjustments, agent's fees, non-reimbursable airport charges and visas). Damages will be paid after deducting the fixed excess of 15% of the applied penalty that will be charged to the insured party. This fixed excess will not be less than Euro 50.00 per insured party.

No fixed excess will be charged in case of death or hospitalization.

#### **Article 4.3 – Obligations of the Insured Party in Case of an Accident**

The insured party or any of his/her assignees must promptly report the accident no later than the day after the occurrence of the event (meaning as such the occurrence of causes producing the travel cancellation), by contacting the toll-free number 800335747 or number 039.6554.6646, which operates 24 hours a day or he/she can report the accident on-line through the website [www.filodiretto.it](http://www.filodiretto.it) under section "On-Line Report" by following the relevant instructions.

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

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

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

Should the insured party not allow the company to dispatch its doctor, free of charge, who will check that the health conditions of the insured party really prevent him/her from starting the travel, and/or should he/she not report the accident within 24.00 hrs of the day following the accident (on the internet or by telephone), the fixed excess charged to the insured party will amount to 25%; no fixed excess will be charged in case of death or hospitalization.

The insured party will allow the company to investigate and to assess the circumstances causing the accident and he/she will give all the relevant documents to the company, thus – for this purpose – releasing from their professional secrecy the doctors who have visited and cared for him/her and who have been appointed to examine the accident.

Should these obligations not be met and/or should the doctor of the company confirm that the health conditions of the insured party are not so bad to prevent him/her from starting the travel and/or should the insured party not submit the documents needed by the company to evaluate the reimbursement request, the indemnity may be reduced or cancelled.

**WARNING:** The indemnity owed to the insured party corresponds to the amount of the penalty (i.e. the amount of the penalty as specified in the travel contract for any travel cancellation), calculated on the date of the occurrence of the event or the circumstances that have prevented the insured party from starting the travel. Any higher penalty applied by the Tour Operator resulting from late notification of the travel cancellation by the insured party will be charged to the insured party.

#### **Article 4.4 – Obligation of the Company**

Should the insured party report the accident by telephone within 24.00 hrs of the day after the occurrence of the event, the company will pay the damages within 45 days from the date of the report, provided that the whole complete documentation is received no later than the 15<sup>th</sup> day following the date of the report.

If – for any reason due to Filo diretto Assicurazioni – this payment is settled later than 45 days, the insured party will receive the legal interests accrued on the amount to be paid.

#### **Article 4.5 – Right of Succession**

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

#### **Article 4.6 – Passenger's accommodation**

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

## **Article 4.7 – Special Exclusions and Limits Applicable to the Guarantees for Passenger's accommodation**

The guarantee will not be effective if the insured party decides to renounce the travel and to activate the guarantee for Travel Cancellation.

## **Article 4.8 – Travel Interruption**

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

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

## **SECTION 5 – LAND ACCIDENTS**

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

### **Article 5.1 – Purpose of the Insurance**

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

- His/her death;
- His/her permanent disability.

### **Article 5.2 – Age Limits**

Any individual who, upon the moment of taking out the policy, is not yet 75 years of age may be insured; the insurance will remain effective for individuals who were already insured before reaching 75 years of age.

### **Article 5.3 – Insured Capitals and Accumulation**

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

- Death;
- Permanent disability.

These reimbursements may not be accumulated; in particular, should the company reimburse a permanent disability to the insured party due to accident and then the insured party dies for this same reason, the further indemnity will cover the difference up to the limit of liability. It is agreed that if an event involves more insured parties of the company, the maximum amount payable by the company itself will not exceed the amount of Euro 300,000.00 per policy and per event.

### **Article 5.4 – Report of the Accident and Relevant Obligations**

Any accident must be reported by the contracting party or by the insured party to the company, as soon as reasonably possible, by contacting the alarm center by telephone.

The insured party will notify in writing by sending a report to the broker responsible for his/her policy or to the company within 5 days from the moment when he/she has become aware of the event pursuant to article 1913 of the Italian Civil Code. The report of the accident must

include a medical report and must specify the place, date and time of the accident, as well as a detailed description of its occurrence. The course of injuries must be supported by further medical reports. The insured party or, in case of his/her death, any assignee, must permit the company to investigate, evaluate and assess any circumstance as required.

#### **Article 5.5 – Renunciation of the Right of Recourse**

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

#### **Article 5.6 – Special Exclusions and Limits Applicable to the Guarantees for Land Accidents**

In addition to the exclusions provided by the General Conditions, this guarantee is not effective for the accidents arising from:

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

#### **Article 5.7 – Damage Payment Criteria**

*In case of death:*

In case of an accident that can be indemnified according to the policy, the company will pay the insured amount to the assignees or, failing any assignment, to legal or testamentary heirs. The insured amount will be paid provided that the death occurs within one year from the accident, even if the policy has already expired.

*Presumed death:*

Should the corpse of the insured party not be found and should the authorities officially declare his/her presumed death, the company will proceed to pay for the insured amount as provided for death.

*Permanent disability:*

In case of an accident, when indemnity is provided by the policy, the company will pay the percentage of the insured limit of liability provided for permanent disability, according to the degree of permanent disability assessed in compliance with the table of disability percentage attached to Presidential Decree no. 1124 of June, 30<sup>th</sup> 1965 as amended, which is applicable to "Industry"; the company renounces application of the foreseen deductible and the reimbursement will apply to the capital and not to the income.

#### **Article 5.8 – Deductible for Permanent disability**

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

### **SECTION 6 – AVIATION ACCIDENTS**

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

#### **Article 6.1 – Purpose of the Insurance**

The insurance applies to accidents suffered by the insured party as a passenger of commercial or charter flights (private planes excluded), from the moment he/she goes aboard a plane until

the moment he/she goes down, that produce bodily injuries that may be objectively detected and that may bring about death or permanent disability. The guarantee will also apply to accidents due to aggressions or violent acts resulting from political or social causes, such as acts of terrorism, hijacking, sabotage, provided that they are not due to war, even if not officially defined as such, revolts or riots.

### **Article 6.2 – Insured Capitals**

Insured capitals are the ones reported in the policy form and they are intended as an equal amount in case of death or permanent disability.

### **Article 6.3 – Deductible**

The indemnity will be paid with application of a 5% deductible. If the assessed degree of permanent disability is equal or higher than 65%, no deductible will be applied.

### **Article 6.4 – Renunciation of the Right of Recourse**

The company renounces its right of subrogation under article 1916 of the Italian Civil Code.

### **Article 6.5 – Statements by the Insured Party – Policies for Individuals/Family Unit**

Pursuant to articles 1892 and 1893 of the Italian Civil Code, the insured party expressly states that:

- the sum of capitals of this and of other insurances policies covering the risk of aviation accidents that the insured party or other persons have subscribed for him/her does not exceed:
- Euro 1,000,000.00 in case of death;
- Euro 1,000,000.00 in case of permanent disability.

### **Article 6.6 – Article of Accumulation**

It is agreed that if an event involves more insured parties of the company, the maximum amount payable by the company will not exceed Euro 300,000.00 per policy and per event. Should all the insured capitals exceed the limits above, the indemnity for each insured party will be reduced accordingly.

## **SECTION 7 – LEGAL PROTECTION**

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

### **Article 7.1 – Purpose of the Insurance**

Within the limits of liability and conditions under this policy, the company will handle judicial and extrajudicial assistance required due to any accident covered by the insurance.

The insurance will cover any expense, fee and consideration of counsels selected by the insured party for:

- a) The intervention of one single counsel for any degree of judgment, including mediation proceedings pursuant to Legislative decree no. 28/2010;
- b) The technical consultant appointed by the court (so-called CTU), with reference to the judgment issued by the court, and the technical consultant of the party (so-called CTP);
- c) The intervention of a private detective to obtain evidence for the defense;
- d) A counsel and/or expert of the counterparty, if the insured party is sentenced to the payment of expenses, based on a judgment issued by the court;
- e) Ordinary and/or extraordinary arbitrations, including any arbitration and legal action against insurance companies (Filo diretto Assicurazioni Spa excluded), aimed at determining the amount of payment for damages to the insured party, provided that the challenged amount exceeds Euro 1,000.00;

- f) Any settlement previously authorized by the company;
- g) The preparation of petitions and claims to be submitted to relevant authorities;
- h) The intervention of one resident counsel– for civil proceedings exceeding Euro 3,000.00 – if the counsel selected by the insured party in his/her residence does not have a firm in the city where relevant legal authorities are and, therefore, should be represented by another counsel; in this case the company will pay the latter the amount due for his/her services. Any charge arising out of extrajudicial negotiations and travel expenses for the counsel of the insured party will be expressly excluded.

Within the limits of liability and the conditions under this policy, the company will pay any expense due to criminal proceedings (pursuant to article 535 of the Italian Criminal Code).

## **Article 7.2 – Special Exclusions and Limits Applicable to the Guarantees for Legal Protection**

In addition to the exclusions under the Provisions applicable to the guarantees, accidents arising out of the following events are excluded:

- a) Penalties, fines and sanctions in general;
- b) Fiscal charges;
- c) Expenses, considerations and fees pertaining to disputes for credit collection, should the insured party be both debtor and creditor;
- d) Expenses, considerations and fees pertaining to disputes for administrative, fiscal and tax matters;
- e) Expenses, considerations and fees pertaining to disputes for fraud committed by the insured party;
- f) Expenses, considerations and fees pertaining to disputes for successions and/or donations;
- g) Expenses, considerations and fees pertaining to disputes for the purchase and/or exchange of real estate, land and registered personal properties;
- h) Expenses, considerations and fees pertaining to disputes for matters connected with lease agreements;
- i) Expenses for disputes with Filo diretto Assicurazioni S.p.A.;
- j) Expenses for disputes with other insured parties (i.e. more insured parties within one single policy);
- k) Registration fees;

The following accidents are excluded, too:

- 1) Those pertaining to delays in payment under lease agreements;
- 2) Accidents due to the circulation of aircrafts, ships or vehicles owned and/or driven by the insured party;
- 3) Those pertaining to relationships among partners and/or directors and/or companies, as well as those pertaining to mergers, transformations and any other operation for company changes;
- 4) Those pertaining to matters under article 2114 of the Italian Civil Code ("*Compulsory Social Security and Welfare*") and subsequent matters, as well as those pertaining to disputes for awarding of public contracts;
- 5) Accidents pertaining to any event due to explosions or hot or radioactive emanations resulting from nuclear transmutations, or from artificial atomic accelerations.

With reference to Article 7.1, the guarantee solely applies to accidents that the insured party suffers in his/her privacy and refers to the following events:

- a) Damages suffered by the insured party resulting from facts/acts carried out by other individuals;
- b) Disputes for damages caused to other individuals resulting from facts/acts carried out by the insured party;

- c) Defense against offenses without malice aforethought or sanctions for acts committed or ascribed during criminal proceedings;
- d) Civil and criminal litigations for any offense without malice aforethought that occur during travel while a tourist of organized travels. Disputes with travel agents or Tour Operators are included;
- e) Disputes arising out of claims for any breach of contract, exceeding Euro 1,000.00.

### **Article 7.3 – Coexistence with Tort Liability Insurance**

Should the insured party be liable for the damages caused to third parties or be summoned by a civil court, the legal assistance will be provided by the insuring company that covers the tort liability which will also pay the expenses incurred by the losing party and for his defense, pursuant to article 1917, 3<sup>rd</sup> paragraph, of the Italian Civil Code. Therefore the company, except in cases of criminal charges, will intervene only after the insuring company covering the tort liability has paid any due amount and only for integration.

### **Article 7.4 – Validity of the Guarantee**

The guarantee will cover accidents caused by facts that occur during validity of the policy, after 12:00 pm of the day of effectiveness of the insurance and anyway after the insured party has started the travel.

The occurrence of the facts that caused the accident will determine the moment of the damaging event; should the fact that caused the accident be composed of several repeated acts, it will be considered as having occurred when the first fact took place.

Any dispute, started by or against more persons and pertaining to the same claims or to connected claims, will be considered as one single accident. In the event of charges to more insured parties and pertaining to the same event, the accident will be considered as one for all legal purposes.

### **Article 7.5 – Management of the Accident**

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

The company will pay any expense up to the limits of liability and within the limits and conditions under this policy, on the basis of tariffs as per Ministerial Decree 585/94 as amended. The insured party must not take legal action, enter extrajudicial settlements or compromises nor reach agreements for ongoing proceedings without previous consent by the company (that will be notified to the insured party within 30 days from his/her request), otherwise the insured party must reimburse the company for all the expenses incurred and must return any advance sums paid by the company. The company may reject the request of the insured party under these same terms and must provide a suitable reason.

The insured party must promptly notify his/her counsel of all legal deeds and documents that are necessary – concerning the accident – that have been paid by him/her in compliance with current fiscal provisions. A copy of such documents and of any legal deed prepared by the counsel must be sent to the company.

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

## **Article 7.6 – Selection of Counsel**

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

## **SECTION 8 – TORT LIABILITY**

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

### **Article 8.1 – Purpose of the Insurance and Insured Persons**

The company, up to the limits of liability reported in the policy form, will hold the insured party harmless from any indemnity due for tort liability (including capital, interests and expenses) pertaining to accidental damages caused to third parties, including death, personal injuries and damages to things and animals; such damages must be caused by an accidental event that is inflicted upon the insured party in his/her privacy.

### **Article 8.2 – Covered Risks**

The insurance also applies to liability arising out of:

- a) The tenancy of the house/flat where the insured party stays abroad, including any relevant plant, outbuilding, garden, private road, tree (even forest trees), sports equipment and swimming pool, fence, and automatic gate.  
If the flat is included in a block of flats, the insurance will cover both the damages for which the insured party is liable on his/her own and to the proportional part for which he is liable for damages caused by the tenancy of common areas, excepting any higher charge due to his/her joint obligations with other flat owners.  
Any damage arising out of water spillage is included and a deductible of Euro 200.00 will be applied thereto; no damage due to freezing/icing or sewerage back flowing is included;
- b) Food poisoning or other poisoning due to food or drinks if prepared or served by the insured party, unless food or drink preparation and serving is included in the business of the insured party;
- c) Proprietorship or use of sailing or rowing boats not exceeding a length of 6.50 meters, unless leased or rented;
- d) Proprietorship and/or use of bicycles (including the ones servo-controlled by battery) or while walking as a pedestrian;
- e) Sports activities, provided that they are performed solely for leisure purposes and not under the protection of Associations and not entitling the insured party to any economic consideration;
- f) Proprietorship or use of cats, dogs, pets or saddle animals. As far as damages caused by dogs are concerned, the company will apply a deductible of Euro 100.00;
- g) Accidents suffered by the family household workers during their work (professional diseases excepted), provided that they have met all current provisions, including personal report and compulsory insurance stipulated with INAIL (Industrial Injury Compensation Board).  
The guarantee also includes the amounts that will be paid by the insured party for penalties applied by INAIL. The insurance will be intended as limited solely to cases of death or personal injuries producing a permanent disability exceeding 5%, calculated in compliance with the tables attached to Presidential Decree no. 1124 of June, 30<sup>th</sup> 1965;
- h) camping, while using required equipment, or hobbies, such as model-making, do-it-yourself and gardening, including the use of power mowers;

- i) proprietorship or use of weapons, or firearms, provided that they are duly registered, for personal use for defense, target shooting, skeet shooting and other, hunting excluded;
- j) damages caused by the insured party aboard vehicles, motorcycles or ships owned by third parties and damages caused to third parties who are not aboard such vehicles; damages to vehicles are excluded;
- k) total or partial interruption or suspension of the use of goods owned by third parties, as well as of industrial, commercial, craft, farm or service businesses, up to 10% of the limits of liability, up to Euro 15,000.00 per year of insurance and after the application of a deductible of Euro 500.00.
- l) damages to things owned by third parties caused by fire while held by the insured party or in his/her possession. This guarantee will cover the damages to things up to a maximum reimbursement of Euro 15,000.00 per accident. If the insured party is already covered by another fire insurance policy providing the guarantee for "RECOURSE OF THIRD PARTIES", this guarantee will be applicable secondarily and will cover any sum exceeding the ones covered by the fire insurance policy.

### **Article 8.3 – Special Exclusions and Limits Applicable to the Guarantees for Tort liability**

In addition to the exclusions under the Provisions applicable to the guarantees, the accidents arising out of the following events are excluded:

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

### **Article 8.4 – Persons That are not Considered as Third Parties**

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

### **Article 8.5 – Obligations of the Insured Party in Case of an Accident**

In case of an accident, the insured party must report such in writing to the broker who is responsible for the policy or to the company, within three days from the moment he/she becomes aware of such.

Should the insured party not meet this obligation, indemnity may be reduced or cancelled (pursuant to article 1915 of the Italian Civil Code).

### **Article 8.6 – Management of Disputes in Case of Damages – Legal Expenses**

The company will handle, as long as it is in the company's interest, the management of both civil and criminal disputes, in and out of court, on behalf of the insured party; the company will appoint – if required – any counsel or technician and exercise all the rights and take all

actions on behalf of the insured party. The company will proceed with criminal defense of the insured party until the end of the degree of ongoing proceedings until the case is concluded or terminated by the offended party. The company will be charged with any expense met for the defense of the insured party, up to an amount corresponding to one fourth of the limit of liability under the policy for the applicable damage. Should the sum owed to the party who suffered the damage exceed this limit, the expenses will be mutually charged to the insured party and the company in proportion to their interest.

The company will not reimburse any expense incurred by the insured party for counsels and technicians if not expressly appointed by the company and it will not reimburse any penalty or sanction or any expense for criminal proceedings.

## **ADDITIONAL SERVICES**

### **SECTION 9 – TRAVEL CARE**

#### **CLAUSE 9.1 – Description of the service**

Should the insured party travelling abroad have an accident or suffer from sickness, where he/she may receive a on-line telephone medical consultancy directly from doctors members of Italian and international leading medical centers.

Specialist consultancy will be provided, mainly and as far as possible, by IT solution through **NET FOR CARE** telemedicine system.

**Net for Care** is a technological platform that, using the most innovative IT solutions, link doctors of Italian and International highly-specialized hospitals that have an agreement with the operation Headquarters of the company, thus allowing the insured party to access on-line services of medical consultancy.

#### **CLAUSE 9.2 – How to access the service**

Should the insured party need a telephone consultancy, he/she just has to require it to the operation Headquarters of Telemedicine to contact directly the medical staff available 24/7 to provide telephone consultancy of first level. According to the patient's requirements, a medical consultancy of second level with one of the specialist of Filo diretto providers network shall be arranged and provided by one of the medical centers of the network with the presence of the insured party and/or one of his/her family members.

#### **CLAUSE 9.3 – Limits to the supply of the service**

The insured party may use the service maximum three times for one year of policy currency.

#### **CLAUSE 9.4 Cost of the service**

The company shall pay all the expenses for the organization and management of medical consultancy, as well as the fee of the doctor who has rendered the consultancy.

The insured party shall be charged with the expenses for all the examinations required (diagnostic examinations, clinical tests, photographic images, etc.) for the telephone consultancy and for any further assessment as required by the doctor who has rendered the consultancy.

## SECTION 10 – “BEST OPINION” SERVICE

The service called “Best Opinion” is included in all policies of the “Business” and “Resident” type that provide the guarantee Assistance and/Reimbursement of Medical Expenses. The activities provided with the service “Best Opinion” are offered free of charge.

### Article 10.1 – Description of the Service

The insured party, due to an accident or illness, is entitled to a second medical opinion, in addition to the previous medical evaluation, by a doctor from the network.

The medical consultation will be provided, mainly and if possible, by computer through the system of telemedicine called **Net for Care**, allowing the insured party to **interact in videoconference directly with a doctor**.

**Net for Care** is a technological platform that, using the most innovative IT solutions, connects on-line (\*) **a range of Italian and International highly-specialized hospitals** with the alarm center of the company, thus allowing the insured party to access on-line services of medical consultation.

### Article 10.2 – How to Access the Service

Should the insured party need – in case of illness or an accident – a second opinion of medical consultation, he/she may contact the **Telemedicine alarm center** of the company, which will arrange all the phases of the service.

The Medical Service of the Alarm center, after having assessed the request and approved it as necessary, will select, from its **database**, the doctors best suited to handle the clinical case and submit their names to the insured party for final selection.

Then, the consultation will be rendered as follows:

- a) should the doctor belong to one of the centers that are connected with the telemedicine system, a **teleconsultation** will be arranged; the insured party and/or one of his/her family members will be invited to reach the closest centers provided with any **Net for Care** telemedicine station. Should the insured party not be available for an on-line consultation, the company will arrange a teleconsultation with its doctor at the alarm center.
- b) If the selected doctor is not connected with the IT network but he/she has an **Internet connection**, the company – after having received all the clinical and diagnostic documents of the insured party – will arrange the doctor's access to the medical report of the patient via internet; then the doctor may give his/her opinion directly on-line.

If, on the contrary, the insured party cannot reach a health center equipped with a telemedicine station where he/she can receive the on-line teleconsultation, but he/she has a computer with an internet connection and a webcam, the company will arrange the teleconsultation over the internet also in the presence of family members and of the general practitioner of the insured party.

Medical and diagnostic information regarding the patient may be accessed on a protected site using one-time passwords.

- c) Should the selected doctor not be connected with the IT network, and cannot be reached by the internet, or should the insured party not be available for the on-line consultation, the company – after having received all the clinical and diagnostic documents of the insured party – will arrange the relevant translation (if required) and send them by mail to the doctor. Once having carried out any clinical and diagnostic evaluations as required, the doctor will prepare a special written reply and will notify the alarm center of said.

In order to provide an efficient and complete communication of the opinion as required, the alarm center will arrange a meeting in the place of residence between the insured party and a doctor, so that the doctor may hand out and explain in detail the contents of the consultation received.

### **Article 10.3 – Limits to the Supply of the Service**

The insured party may use the service up to a maximum of three times a year.

### **Article 10.4 – Cost of the Service**

The company will pay all the expenses for organization and management of medical consultation, as well as the fee of the doctor who has rendered the consultation.

The insured party will be charged with the expenses for all the examinations required (diagnostic examinations, clinical tests, photographic images, etc.) for the telephone consultation and for any further assessment as required by the doctor who has rendered the consultation.

*(\*)The network of affiliated specialized health institutes and centers in the primary tourist and business locations that are equipped with a telemedicine station is continually being broadened. The list of the stations can be found on the web site of the Filo Diretto Group ([www.netforcare.it](http://www.netforcare.it)) or can be requested through the Company's Alarm Center.*

## **SECTION 11 – MULTILANGUAGE ON–LINE MEDICAL RECORD CALLED "MEDICAL PASSPORT"**

The service called "Medical Passport" is always included in any Amieasy policy. The operations of the service called "Medical Passport" are offered free of charge.

The insured party may use the service called "Medical Passport" to create his/her own multilanguage on–line medical record, available on a web site, duly protected by an ID system, which will be accessible from any Internet connection all over the world. Personal medical information will be entered by filling in a simple guided questionnaire.

### **Article 11.2 – Activation of the Service**

The insured party can access the web site [www.medical-passport.it](http://www.medical-passport.it), and enter the section "How to Activate", and register by filling in the on–line form and providing the number of his/her policy and his/her Username and Password. By logging in with his/her Username and Password, he/she may access his/her on–line medical record by selecting the "Edit" mode (while entering the password for edit) or the "Read Only" mode (while entering the password for read only). By entering the password for edit, which will be kept secure, the insured party will be able to fill in and then edit the guided questionnaire about his/her personal medical record, possibly supported by his/her general practitioner. The questionnaire will be automatically translated in several foreign languages (English, French, German, Spanish, Russian, Turkish, Bulgarian, Rumanian and other languages currently under processing), so that the insured party may provide his/her personal medical information abroad without errors of mistranslation. The password for read will be reported on the personal card called "Medical Passport", which will be sent to the insured party upon request for accessing the service; it will be kept carefully by the insured party and provided to doctors when required (such as in case of illness, accident and other health problems).

### **Article 11.3 – Use of the on–line Medical record**

When required (such as in the event of an illness, accident and other health problems) the insured party, his/her family members and/or doctors and paramedics may access the web site [www.medical-passport.it](http://www.medical-passport.it) by entering the Username and Password as reported in the personal card called "Medical Passport" and access the multilanguage on–line medical record of the insured party, which will provide them with all medical information previously entered by the insured party him/herself.

#### Article 11.4 – Duration and Renewal

The service will have the same duration as the policy; should the service called "Medical Passport" be activated following the stipulation of an insurance policy with a duration that is shorter than one year, the service will have the same duration as the policy; the minimum duration will be of one month. Upon expiry, the insured party may renew the service upon the conditions that will be notified to him/her, by using the procedure for renewal that is made available on the restricted area of the web site. The company will be entitled to revoke the service if, for any reason, the original policy including the service "Medical Passport" is terminated.

#### Article 11.5 – Services

The service "Medical Passport" included in the policy of Filo diretto is the individual standard version

including:

- **Multilanguage on-line medical record:** where it is possible to enter all the personal medical information of the insured party using a protected web site; such information may be automatically translated in 10 languages by clicking on the flag of the relevant country. Once filled the record in you will have:
  - **access to it anytime and anywhere** in the world, by entering the password for "read";
  - **option to print** in any of the foreign languages provided (i.e. in the language of the country where the insured party is travelling to);
  - **option to save** on any pc or on any other IT support (portable hard disk, USB key, etc.).
- **option for attachment uploading,** for diagnostic examinations, X-ray photographs, CT scans, electrocardiograms, etc, up to 1 Gb, that may be accessed by any computer, anywhere, tank to **Virtual Viewer®**, the innovative platform supporting **almost any most common type of file**, not just graphic ones.
- **Service of attachment uploading:** if documents cannot be saved on files, the staff of Medical Passport may do it for the insured party. Information about the methods and the rates of the service are included in personal Medical Passport, in the top menu, under the section "Service for Attachment Uploading".
- **Support to fill the medical record in:** the staff of Medical Passport is available for information and the insured party may require the support of a doctor for filling in the medical record. The service may be accessed:
  - by telephone: please contact the relevant number as reported in the section "Contacts";
  - by chat: please click the bottom "chat" in the illness area;
  - by fax or mail: please send the paper medical record available in the section "Support for filling in".
- **Medical Passport Card:** this card is sent to all the customers who activate the service and it indicates the references for accessing the service, as well as name, surname, username and "read" password (to be filled in by the insured party)
- **Agreements with doctors and medical centers:** it is possible to access the network of **medical centers and doctors** in Italy as provided by Filo diretto and to benefit **from special rates for examinations and tests**. To search, the insured party may use the special function provided in his/her Medical Passport under section "Agreements with Filo diretto" or contact the alarm center that, for the standard version of the service, supplies the names of centers and doctors thus allowing the insured party to contact them directly. The insured party must identify himself as being insured by Filo diretto and submit his/her Medical Passport Card upon payment of the medical service rendered in order to benefit from the special rates.

## PROVISIONS APPLICABLE TO ALL GUARANTEES

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

No service will be provided for accidents that occur during or arising out of:

- wars, revolutions, riots, popular demonstrations, pillages, acts of terrorism or vandalism, strikes;
- earthquakes, flooding and other adverse weather conditions declared natural calamity, 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 weather hazards and social emergencies are not officially defined as such;
- fraud committed by the contracting or insured party;
- travels against medical advice or, anyway, during a serious illness or for the purpose of undergoing medical/surgical operations;
- sickness due to chronic or pre-existing diseases, already known by the insured party at the date of the stipulation of the policy. Relapses of chronic diseases that were not predictable upon the reservation of touristic services or of the travel are included;
- illness that may be connected with pregnancy complications beyond the 24th week;
- voluntary abortion, organ explants and/or transplants;
- non-therapeutic use of medicines or drugs, alcohol or drugs addiction, HIV-related diseases, AIDS, mental diseases and cerebral organic syndromes;
- sports activities, such as: mountain climbing including climbs exceeding the third degree, free climbing, ski-jumping and water ski-jumping, freestyle or extreme skiing, off-run skiing, bobsleighting, river canoeing exceeding the third degree, rafting, kite-surfing, hydrospeed, bungee jumping, parachuting, hang-gliding, air sports, boxing, wrestling, football, rugby, ice hockey, scuba diving, weightlifting. The following sports are included, provided that they are performed solely for leisure purposes: scuba diving, off-run skiing if authorized by relevant authorities, bobsleighting, rafting and kite-surfing
- acts of imprudence;
- professional training for sports; participation in sports competitions, including trainings and trials supported by sports associations; competitions connected with leisure and/or games are included and considered as insured;
- racing with cars, motorcycles, motor-boats including water scooters, bobsleighs and relevant trainings and trials, unless connected with leisure;
- infectious diseases if the intervention of assistance is prohibited by national or international health provisions;
- activities implying any direct use of explosives or firearms;
- events that occur in countries subject to wars where no assistance can be provided.

For policies of the "Holiday" type, any event that occurs during working performances is excluded as well.

It is prohibited to subscribe more than one Amieasy policy covering the same risk in order to:

- increase the limits of liability of individual guarantees;
- extend the period of any ongoing risk (travel).
- The policy will be issued for the destination including all legs of the journey, even if they are intermediate stages or are shorter than the other ones.

### **Article 2 – Non-Insurable Persons**

Should the company have known that the insured party was in one of the following conditions excluded from the policy: non therapeutic use of medicines or drugs, alcohol or drug addiction, HIV-related diseases, AIDS, mental diseases or cerebral organic syndromes, it would not have agreed to provide the insurance; therefore, it is agreed that if one or more of the above-mentioned diseases arise during the period of the policy, provisions under article 1898 of the

Italian Civil Code shall apply, regardless of the effective evaluation of health conditions of the insured party.

The insurance does not apply to persons who have not bought travels with departure or destination in Italy as well as to persons resident abroad whose temporary residence is not in Italy.

The contract, with reference to policy "Resident" (as described in the policy form), provides a maximum limit of the insurable age (valid only for guarantees "Medical Expenses", "Assistance to the person" and "Land Accidentes") identifying as insurable individuals those who, at the date of the stipulation, are younger than 75; nevertheless, the insurance shall remain valid for individuals who were already insured.

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

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

### **Article 4 – Effectiveness, Applicability and Period of Guarantees**

The policy shall come into effect at the date as selected by the contracting party and reported on the policy form, provided that the relevant premium has been paid.

Coverage is provided within the limits of liability and services where the event occurred, provided that it is included in the "DESTINATION" for which the policy has been stipulated.

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

The guarantee "TRAVEL CANCELLATION" shall be stipulated upon the travel reservation (confirmation of touristic services purchased). In case of achieved or (ongoing) reservation, the policy shall be stipulated within maximum 30 days before the departure.

Other guarantees are effective during the travel, as reported in the policy form, and maximum for 95 consecutive days from the commencement of the travel, excepting guarantees subject to special provisions under each single section.

**For the policies of the "RESIDENT" type only, the limit of 95 consecutive days does not apply.**

### **Article 5 – Obligations of the Insured Party in Case of an Accident**

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

### **Article 6 – Territorial Extension**

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

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

The insurance shall not apply to the countries reported on the web site:

[http://www.filodiretto.it/site/privati/viaggi/amieasy\\_home.asp#undersection"ExcludedCountries"](http://www.filodiretto.it/site/privati/viaggi/amieasy_home.asp#undersection)

### **Article 7 – Damage Payment Criteria**

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

If the insured party submits the original bills to any third party in order to obtain a reimbursement, the company will pay any contractually due sum on the basis of the evidence of the expenses effectively incurred, after the amount already charged to any third party. Any reimbursement will be made in Euro only.

The company will indemnify the insured party only after submission of all the documents required for evaluation of the damage.

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

Damages will be evaluated by the company after direct settlement between the parties or, failing such a settlement, they will be defined by two experts respectively appointed by the parties. Failing settlement between the experts, they will appoint a third expert. Should either party fail in appointing its own expert or should the experts fail in agreeing upon the appointment of a third expert, the appointment will be carried out by the President of the Court having jurisdiction for the place where the company has its headquarters. Each party will be charged with the expenses for the relevant expert and with half of the expenses for the third expert. Resolutions will be issued by a majority, but no legal formality is required; resolutions will be binding for the parties, who hereby agree to waive any act of impugnation, except in the presence of cases of violence, fraud, error or breach of contractual obligations.

Anyway, either party will be entitled to appeal to higher legal authorities to have their rights protected.

### **Article 9 – Applicable Law and Jurisdiction**

The parties hereby agree that this policy and any dispute arising thereof will be regulated in compliance with Italian law.

### **Article 10 – Further Documents Reporting the Accident that must be submitted**

The insured party expressly agrees that Filo diretto Assicurazioni is entitled, to simplify the payment of damages, to demand the submission of documents in addition to the ones required under each single guarantee/insurance.

The non-submission of documents, regarding individual cases, may reduce or cancel the reimbursement.

### **Article 11 – Withdrawal in Case of an Accident**

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

The withdrawal will be valid:

- **in case of withdrawal carried out by the contracting party:** from the date of the relevant notification;
- **in case of withdrawal carried out by the company:** after thirty days from the date when the insured party receives the notification by the company;

In case of withdrawal carried out by the company, the company will – within 15 days from the date of the effective termination – reimburse the part of the premium for the remaining period, tax excluded.

### **Article 11 Bis – Right of Withdrawal**

(applicable to policies resulting from the so-called direct sale only)

The insured party has fourteen days at his disposal to withdraw from the policy without penalties or supporting reasons.

The term for exercising this right of withdrawal starts alternatively:

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

The right of withdrawal does not apply to:

- insurance policies for travel or luggage or similar short-term insurance policies having a duration shorter than one month;

To exercise the right of withdrawal, the insured party must notify the supplier company, before expiry of the terms, in writing, by registered mail with return receipt, to the above-mentioned headquarters of the company, stating that in such a period no accident occurred.

Should an accident have occurred, the right of withdrawal may not be exercised. In case of a false statement, the company will be entitled to retaliate against the insured party for any expense and/or charge directly incurred and/or indirectly connected therewith.

Should the insured party exercise his/her right of withdrawal, the company will hold the portion of the premium applicable to period of the policy that has already lapsed.

Should the insured party not exercise his/her right of withdrawal, the policy will be applied as subscribed.

### **Article 12 – Taxes and Duties**

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

### **Article 13 – Recourse**

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

### **Article 14 – Definition of the Premium – Statements about Risk Circumstances**

The premium is defined on the basis of the data reported in the policy form and in regards to destination, travel price and duration, limits of liability selected and the number of insured individuals.

The contracting/insured party must promptly notify the company of any variation that occurs during the validity of the policy. In case of inexact or reticent statements made by the contracting party at the time the policy is taken out concerning the circumstances that may influence the risk evaluation, or in case of non-notification of any variation of these same circumstances that may increase the risk, the payment of damages will be subject to reduction or cancellation pursuant to the provisions of articles 1892 - 1893 - 1894 and 1898 of the Italian Civil Code.

### **Article 15 – Payment of the Premium and Effectiveness of the Guarantee**

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

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

### **Article 16 – Period of the Contract**

The period of the policy shall be the one as selected by the contracting party and reported in the policy form.

The policy shall terminate at the date as reported in the policy itself and no termination notice is required.

## HOW TO REQUEST ASSISTANCE

### Assistance

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

**800 279745**

If you call from a foreign country you can contact the alarm center by calling the number 0039 039.6554.6646.

Please communicate the following information:

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

## WHAT TO DO IN CASE OF AN ACCIDENT

### Other Guarantees

All accidents must be reported as follows:

- **by internet** (on the web site [www.filodiretto.it](http://www.filodiretto.it) under the section "On-Line Report") in compliance with the instructions provided.
- by telephone by calling number **0039 039.6554.6644** and for the guarantees of Travel Cancellation by calling the toll-free number **800335747**.

Correspondence and documents must be sent to:

**Filo diretto Assicurazioni S.p.A.  
Ufficio Sinistri  
Via Paracelso, 14 – Centro Colleoni  
20864 AGRATE BRIANZA (MB)**

Based on the general provisions and the provisions applying to each single insurance service, damages must be notified in detail and, in order to speed up the payment, the report of the accident must be attached to the following documents that are required for each single insurance service:

### **In case of medical expenses**

- Medical certificate issued by the emergency room of the place where the accident occurred reporting the illness, prescriptions, prognosis and medical diagnostic; the certificate must report the kind and seriousness of the illness and/or of the accident that occurred;
- In case of hospitalization, a complete copy of the medical record;
- Medical prescription and original invoices, receipts and bills for the medical expenses incurred;
- Medical prescription for any purchase of medicines, with the original receipts of purchased medicines.
- Policy number.

### **In case of stolen or damaged luggage**

- Plane ticket (with luggage tag);
- Report stamped by the police of the place where the event occurred, indicating the circumstances of the accident and the list of stolen items, their value and the date of purchase;
- Claim submitted to the carrier or to the hotel owner, if responsible;
- Written claim submitted to the carrier reporting the request of reimbursement and written reply;
- Invoices, bills of purchased or lost goods (otherwise, list, date and place of purchase and value thereof);
- Documents supporting the expenses incurred for having new identity cards issued, if any;
- Invoices for the repair or the declaration of impossible repair of damaged goods reported on the official paper of a car dealership or of an expert in the industry.
- In case of non-return of and/or damages to the whole luggage or part of it as returned by the carrier, the P.I.R. (property irregularity report) issued by the airport office;
- Policy number.

### **In case of travel cancellation**

- In case of illness or accident, medical report with the date of the accident or the beginning of the illness, the relevant diagnosis and the duration of the prognosis;
- in case of hospitalization, copy of the medical record;
- In case of death, the death certificate;
- in case of an accident to the means of transport, copy of the accident statement (so-called C.I.D. form in Italy) and/or police report;
- confirmation statement for travel reservation;
- invoice for the penalty charged;
- travel program and regulations;
- receipts (advance payment, payment and penalty) for the payment of the travel;
- travel documents;
- Travel reservation contract;
- Policy number.

### **In case of penalty charged by the air carrier:**

- Purchase confirmation for the ticket or similar document;
- Payment receipt for the ticket;
- Statement issued by the air carrier reporting the penalty charged;
- Original airline ticket.

### **In case of expenses for passenger accommodation**

- Policy number.
- Original documents that objectively evidence the reason for the delay; in case of a medical report, the illness must be indicated;

- New original tickets purchased to reach the place under the travel contract;
- Copy of the travel contract with payment receipts;
- Copy of the reservation statement issued by the Tour Operator that has organized the travel;
- Original non-used tickets.

#### **In case of tort liability**

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

#### **In case of legal protection**

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

#### **In case of land or aviation accident**

- Place, date, time and reason for the accident;
- Causes of the accident;
- Medical reports;
- Report issued by relevant authorities, if any;
- The course of the injury must be certified by further medical documents, until complete recovery or stabilization of the accident-related consequences.
- Policy number.

#### **In case of assistance to the vehicle**

- Copy of the registration document;
- Original documents supporting the expenses incurred;
- Policy number.

#### **Please note:**

- The invoices for repairs and the bills for any expense incurred due to the accident must always be sent to the company in original.

The company is entitled to request further documents in order to evaluate the reported accident properly. **Non-submission of the above-mentioned documents, pertaining to any of these cases, may reduce or cancel reimbursement.**

- Any variation in the risk occurring after subscription of the policy must be notified to the company.

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

#### **IMPORTANT!**

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

**For any claim, please contact:**

Filo diretto Assicurazioni S.p.A.

Ufficio Reclami

Centro Direzionale Colleoni

Via Paracelso, 14

20864 Agrate Brianza – MB – fax 039/6892199 – reclami@filodiretto.it

**In case of non-reply, please contact:**

ISVAP – Servizio Tutela degli Utenti

Via del Quirinale, 21

00187 ROMA (RM)

**DISCLAIMER PURSUANT TO ARTICLE 13 OF LEGISLATIVE DECREE NO. 196/2003**

In compliance with what is set forth in article 13 of Legislative Decree no. 196/2003 as amended (hereinafter referred to as "Code of Privacy"), Filo diretto Assicurazioni S.p.A. (hereinafter referred to as the "Company") intends to provide the following disclaimer.

With reference to the Customer's personal information that will be dealt with, the Company intends to point out that:

- Personal information will be dealt properly, lawfully and clearly in order to protect the Customer's confidentiality and rights;
- Personal information may report information strictly connected with this policy, included in "confidential information" under articles 4, 1st paragraph, d) and 26 of the Code of Privacy.

**1) Purposes of handling**

Any personal information provided by the Customer, or anyway notified to Filo diretto Assicurazioni S.p.A. by any third party, which may also pertain to confidential information under articles 4, 1st paragraph, d) and 26 of the Code of Privacy, is handled by the company and/or its agents for the following purposes:

- a) Execution, management, stipulation, fulfillment of contractual obligations in order to provide assistance as required and relevant services, such as payment of damages, pertaining to the insurance business as authorized by the law;
- b) Execution of its obligations, in compliance with legal provisions, regulations, orders issued by supervisory institutions and authorities;
- c) Performance of business activities aimed at the promotion of insurance services and products that may be offered by the company or by companies held by Gruppo Filo diretto, as well for the distribution of advertising material.

**2) Procedures Applicable to Management**

Personal information will be managed while applying the provisions under the Code of Privacy, also through IT tools, including – but not limited to – collection, recording, organization, filing, processing, selection, comparison, use, interconnection, consultation, communication, cancellation, destruction, block of the data, in compliance with the principles of protection and security, accessibility, confidentiality and completeness.

That same information will be managed pursuant to legal provisions, within legal limits and procedures.

Personal information is managed directly by the holder's staff and by other third parties that are not included in such staff, but that are included in the supply chain of the insurance industry, or that are appointed as agents/managers of the company and/or as individuals

strictly connected with the functioning of the company and/or to the execution of activities under the policy as required by the Customer (in addition to provisions under paragraph 4). Personal information may not be disclosed, but may be transferred abroad worldwide.

### **3) Notification of Personal Information**

- a) The notification of the customer's personal information (including confidential information) is required for the taking out and management of the policy, as well as for a better execution of contractual services, for fulfillment of the obligations that are strictly connected with such services, for management of accidents and payment of damages.
- b) The notification of such information may be provided by law, regulations or EU provisions.
- c) Should the customer expressly deny handling of his/her personal information by the company as per paragraphs a) and b), the policy will not be executed and no contractual service will be rendered.
- d) The notification of personal information to the company for promotional or information purposes is optional and any relevant denial cannot influence the effectiveness of the policy.

### **4) Individuals or Categories of Individuals Who Are Entitled to Receive Personal Information**

Personal information, for the purposes under paragraph 1 a) and for similar purposes, may be communicated in Italy and abroad to the company or to companies held by Gruppo Filo diretto, to individuals that are not included in the supply chain of the company, but that carry out activities connected with the management of the policy; among these individuals are correspondents, health institutions, doctors and paramedics, reliable staff, as well as other individuals operating in the insurance industry, such as insurers, co-insurers, reinsurers, agents, subagents, brokers, agency producers, insurance brokers and other institutions providing insurance policies, such as banks, real estate agencies, attorneys, experts and car-repair garages, companies providing the management and payment of services, business consultants, consultants, firms, insurance associations, institutions managing data and services, factoring and credit collecting companies, institutions providing IT data and payments processing and management, companies providing services of press, transmission, transport and distribution of communication to customers, filing documents and companies specialized in data entry services, supplying IT services, accounting and administrative management services, though the individuals appointed by the company.

That same information may be notified for the purposes under paragraph 1 b) to those individuals whose notification is required by the law, within legal limits and purposes, such as public institutions and supervisors, public and private individuals charged with publicity in compliance with current legal provisions, insurance associations such as – but not limited to – Ania, ISVAP, Ministry of Industry, Trade and Commerce, CONSAP, UCI, Watchdog Commission for retirement funds, Ministry of Labor and National Insurance or other databases requiring such information (i.e. Italian Central Office for Accident Management, Traffic and Transport Control Authority).

The data may then be notified for the purposes under paragraph 1 c) to companies held by Gruppo Filo diretto (parent companies, controlled and associated companies, even indirectly, pursuant to the current legal provisions), as well as to any other individual as appointed by Gruppo Filo diretto.

### **5) Right of the Involved Party in regards to Personal data handling (article 7 of the Code of Privacy)**

Pursuant to article 7 of the Code of Privacy the customer is conferred special rights, including the one entitling him/her to know at anytime which personal data are managed by the company

or by third parties, to whom these data are notified or who may become acquainted with the data as managers or appointed parties, as well as what is the current purpose or which said data is used; the customer is entitled to have this data updated, amended, corrected or cancelled, require its block or prevent its handling for legal, promotional or advertising purposes.

In order to exercise his/her rights, the customer can directly contact Filo diretto Assicurazioni S.p.A., through its headquarters in Via Paracelso 14 – 20864 Agrate Brianza (MB).

#### **6) Liability for the Management of Personal data**

Filo diretto Assicurazioni S.p.A., with headquarters in Via Paracelso 14 – 20864 Agrate Brianza (MB) through its legal proxy, and any company held by Gruppo Filo diretto will be directly responsible for the automatic handling of such personal data.



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It's also possible to **donate the 5x1000** in Filo diretto Onlus' favour. Just fill in the opposite box that you can find in all the individual income tax return's form (730, CUD e Unico) with the **tax code 02922360967** and sign in the box "*Support non-profit organizations for social utility and associations of social promotion*".

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