



INSURANCE CONDITIONS
POLIZZA NR. 6003000310/I

In the following text we mean:

Outpatient department: the facility or medical center equipped and regularly authorized to provide health services as well as the professional office suitable for the exercise of the individual medical profession;

Adjustment Appendix: the document with which the Company reports to the contractor on a monthly basis the number of names communicated and included in insurance as well as the amount of the relative premium due to the addition of the minimum premium;

Insured: on: The person whose interest is protected by that every person who buys this policy upon booking the ticket communicated to the Company provided it is established or domiciled temporarily in Italy;

Insurance: the insurance contract;

Assistance with timely help, in cash or in kind, provided to the insured who is in difficulty following the occurrence of an accident;

Operations Center: the structure of the Company made up of technicians and operators, operating 24 hours a day every day of the year, which provides telephone contact with the insured and organizes and provides assistance services;

Travel Companion: The insured person who, despite not having any kinship with the Insured who has suffered the event, is regularly enrolled on the same trip of the Insured.

Contracting party: the natural or legal person who signs the insurance contract;

Day hospital: hospitalization without overnight stay at a nursing institution.

Variable Data : means the variable risk elements aimed at regulating the premium and the related adjustment, or the number of insured and / or insured goods for which insurance coverage is provided, which must be communicated by the Contractor according to the procedures provided for in the Contract.

Domicile: the place of residence, even temporary, of the insured.

Contract duration: the period of validity of the contract chosen by the insured;

Europe: all the countries of Europe and the Mediterranean basin with the exclusion of the Russian Federation.

Abroad: all states other than those indicated in the Italian definition.

family: spouse / cohabitant more uxorio, parents, brothers, sisters, children, in-laws, genders, in-laws, grandparents, uncles and nephews up to the 3rd degree of kinship, brother-in-law.

Turnover: the total amount realized by the contractor during the term of the policy.

Deductible: pre-established amount which remains payable by the insured for each claim;

Theft: it is the crime foreseen by the art. 624 of the Criminal Code, perpetrated by anyone who takes possession of the mobile thing of others, subtracting it from those who hold it, in order to gain profit for themselves or for others;

Failure: the damage suffered by the vehicle due to wear, defect, breakage, non-functioning of its parts (with the exception of any ordinary maintenance), such as to make it impossible for the insured to use it under normal conditions;

Company: Nobis Compagnia di Assicurazioni SpA;

Fire : self-combustion with flame development;

Accident: the event, suffered by the vehicle, due to unforeseeable circumstances, inexperience, negligence, non-compliance with rules or regulations, connected with road traffic, as defined by the law, which causes damage to the vehicle that makes it impossible to use in normal conditions ;

Compensation or Indemnity: the sum owed by the Company in the event of a claim covered by policy guarantees;

accident: event due to fortuitous, violent and external causes, which produces objectively ascertainable physical injuries which result in death or permanent disability or total or partial temporary incapacity.

Surgery : a medical procedure performed in the operating room of a nursing facility or an equipped clinic, punishable by a cruel process on the tissues or by the use of mechanical, thermal or light sources of energy. To the insurance effects, the reduction of fractures and dislocations is considered equivalent to a surgical intervention

Permanent Disability: the definitive and irremediable loss or decrease as a result of an accident or illness of the ability to perform any profitable work, regardless of the profession;

Nursing institute : the hospital, the nursing home, the institutes of hospitalization and care of a scientific nature (IRCCS), the university clinic, regularly authorized by the competent authorities - according to the legal requirements - to the provision of hospital assistance . Spas are excluded, the healthcare facilities for rehabilitation and rehabilitation, health residences for the elderly (RSA), clinics for dieting and beauty purposes as well as centers, however intended, providing the services defined in art. 2 of the law 15.03.2010 n. 38;

Italy: the territory of the Italian Republic, the Vatican City and the Republic of San Marino.

Disease: any alteration of the state of health that is not due to an accident.

Pre-existing illness : a disease that is the expression or direct consequence of pathological situations that arose before the stipulation of the policy.

Maximum sum up to which the Company is responsible for each claim in the insurance.

Medicines those that are described in the Italian Medicines Booklet are considered as such. Therefore, parapharmaceutical, homeopathic, cosmetic, dietetic, galenic products, etc. are not such, even if prescribed by a doctor;

World: all the countries of the world;

Family Unit: The more uxorio / cohabiting spouse and the cohabiting children with the Insured.

Policy: the document that proves the insurance;

Prize: the sum owed by the Contractor to the Company;

Final premium : The amount of the policy premium payable by the contractor to the company based on the number of the actual names communicated or in the event of a policy at the rate, multiplying the annual gross rate indicated in the policy to the real turnover achieved by the contractor in the duration of the policy;

Minimum premium : The amount of the policy premium due in any case from the contractor to the Company, regardless of the number of the actual names communicated or in the event of a policy at the rate, from the real amount of the turnover during the term of the policy;

Robbery: the subtraction of a mobile thing from its owner, through violence or threats to his person;

Residence: the place where the natural / legal person has his / her habitual residence / seat as shown in the registry certificate;

Hospitalization: hospitalization, involving overnight in the care institution - public or private - rule r authorized mind the provision of hospital care;

Risk: probability of occurrence of the harmful event against which insurance is provided;

Discovered: the part of damage indemnifiable according to the policy that the insured bears for each claim;

Tourist services: Air passages, hotel accommodations, transfers, car rentals, etc. sold by the contractor to the insured;
Claim: the occurrence of the event or harmful event for which insurance is given;
Charges for the unsuccessful party: costs that the losing party is ordered to reimburse to the victorious party in the civil proceedings;
Gross rate : the multiplier to be applied to the Contractor's turnover through which to determine the Definitive Award;
Third: normally do not hold the qualification of third parties: a) the spouse, the parents, the children of the insured as well as any other affine or relative with him cohabiting and resulting from the family status; b) employees of the insured who suffer the damage during work or service;
Vehicle: mechanical means of transport driven by the insured, powered by a motor and intended to circulate on roads, public areas and private areas. The insured vehicle is the one identified in the policy and must be considered new or registered for no more than six months at the effective date of the policy;
Travel : The trip resulting from its maritime ticket.

INSURANCE CONDITIONS

SECTION 1 - CANCELLATION OF THE TICKET

ART. 1.1 - OBJECT OF INSURANCE

The Company reimburses the Insured, the penalty applied contractually by the Contractor pursuant to the General Conditions of Carriage, for cancellation of the ticket by the Insured which is the consequence of unpredictable and non-existent circumstances at the time of booking the ticket determined by any unexpected event, objectively documentable, independent of the will of the Insured and such as to cause the Insured the impossibility to undertake the trip.

ART. 1.2 - CEILING, DISCOVERED, DEDUCTIBLE

The insurance is provided up to the total cost of the ticket including taxes and fees for embarkation and disembarkation without deduction of any overdraft and deductible.

ART. 1.3 - OBLIGATION OF THE INSURED IN THE EVENT OF A CLAIM

The Insured or whoever is obliged by it, within 24 hours of the second day following the day of the event (meaning the occurrence of the causes that determine the cancellation of the trip), to make an immediate telephone complaint by contacting the toll-free number **800 894124** or by phone **039/9890712** 24-hour or 24 to make the Complaint on-Line through the Internet at www.nobis.it "On-Line Reporting" section by following the relevant instructions.

The Insured is also obliged to communicate the cancellation of the purchased ticket either to the Contractor and / or to the Travel Agency at which the booking was concluded.

In the event that the Insured is in the condition to renounce the trip due to illness or injury, without hospitalization, the Operations Center will, with the consent of the Insured, send his / her trustee free of charge in order to certify that the conditions of the Insured are such as to prevent his participation in the trip and to allow the opening of the accident through the release by the doctor of the appropriate certificate.

The Company, in the face of the aforementioned request by the Insured, reserves the right to not send their trustee; in this case the opening of the accident will be carried out directly by the doctor of the Operations Center .

The non-fulfillment of these obligations and / or if the company trustee verifies that the conditions of the Insured are not such as to prevent his participation in the trip and / or in case of non-production by the insured of documents necessary for the Company for the correct assessment of the reimbursement request, they may result in the total or partial loss of the right to compensation.

IMPORTANT : The indemnity due to the Insured is equal to the withdrawal amount (ie the penalty provided for by the travel contract, in case of cancellation of the same), calculated on the date on which the event occurred, or the occurrence of the circumstances which determined the impossibility to undertake the journey. Any major penalty, charged by the Contractor as a result of a delay by the Insured in signaling the cancellation of the ticket to the Contractor and / or the Travel Agency will remain the responsibility of the Insured.

ART.1. 4 - EXCLUSIONS AND LIMITS VALID FOR THE CANCELLATION OF THE TICKET

- Fraud or serious fault of the Insured;
- state of war, revolution, riots or popular movements, looting, acts of terrorism or vandalism, strikes;
- earthquakes, floods and other atmospheric phenomena declared natural disasters as well as phenomena occurring in connection with the natural transformation of the atom or of the artificially provoked ;
- suicide or suicide attempt ;
- bankruptcy of the carrier or agency where the ticket was purchased ;
- cancellation of the trip by the shipping company .

SECTION 2 - INJURIES DURING THE JOURNEY

ART. 2. 1 - OBJECT OF INSURANCE

The insurance is valid for the injuries that the Insured undergoes in the performance of activities that are not of a professional nature, within the period of effectiveness of the guarantee and within the limit for the Insured amounting to € 20,000.00.

Accidents due to fortuitous, violent and external causes, which produce objectively ascertainable bodily injuries which result in death or permanent disability, are considered accidents.

They are equated to injury :

- a) asphyxia not of morbid origin;
- b) acute poisonings due to involuntary ingestion or absorption of substances;
- c) frostbite or freezing;
- d) sunstrokes or heat;
- e) electrocution;
- f) the affections and poisonings caused by bites of animals and insect bites;
- g) muscular injuries caused by exertion, with the exclusion of traumatic or stress hernias, heart attacks and subcutaneous tendon ruptures.

ART. 2. 2 - DEATH

If the injury results in death, the Company will pay the sum insured to the Insured's heirs.

If, as a result of an indemnifiable accident in terms of policy, the body of the Insured is not found and the death is presumed, the Company will liquidate the capital envisaged for the case of death to the beneficiaries indicated in the policy.

The liquidation will not take place before 6 months have elapsed from the submission of the presumed declaration of death in terms of Art. 60 and 62 CC

It is understood that if, after the Company has paid the indemnity, the Insured is alive, the Company will be entitled to a refund of the sum paid. Upon return, the Insured may assert his rights for any permanent disability suffered.

Compensation for the case of death cannot be combined with that for the case of permanent disability. Therefore, if after the payment of compensation for permanent disability, the Insured dies in the event of the same accident, the Company, only in the case in which the capital



guaranteed for the case of death is higher than the one for permanent disability, corresponds a further compensation equal to the difference between the indemnity for death and the one already paid for permanent disability.

ART. 2. 3 - PERMANENT DISABILITY

If the injury results in permanent total permanent invalidity , the Company will pay the full sum insured for permanent disability.

If the accident results in permanent partial permanent invalidity, the indemnity is calculated on the sum insured, in proportion to the degree of invalidity established according to the criteria and percentages provided for in annex 1) of Presidential Decree 30.6.65 n. 1124 (TU of compulsory insurance against accidents at work).

It is agreed that no compensation will be made for permanent disability when it is 10% or less in total.

ART. 2. 4 - CUMULATION CLAUSE

It remains agreed that in the event of an event affecting more than one with the company, the maximum disbursement of the latter can not exceed € 100,000.00 per event .

If the total capital insured exceeds the limits indicated above, the indemnities due to each Insured will be reduced proportionally.

ART. 2.5 - EXCLUSIONS AND LIMITS VALID FOR THE ACCIDENT GUARANTEE

For the Death and Permanent Disability insurance are excluded from the insurance accidents resulting from:

- suicide or suicide attempt;
- from the abuse of alcohol and psychotropic drugs, from the use of drugs and hallucinogens;
- from the practice of parachuting or air sports in general;
- from surgical operations, investigations or medical treatments not necessitated by accident;
- from crimes committed or attempted by the insured;
- acts of terrorism or organized sabotage;
- from wars or insurrections; without prejudice to the period of 14 days from the start of hostilities if and because the Insured is surprised by the outbreak of war events while he is abroad in a country until then in peace. However, the injuries arising from the aforementioned lawsuit that affect the Insured in the territory of the Italian Republic, the Vatican City and the Republic of S. Marino are excluded from the guarantee;
- by transmutation of the atomic nucleus and artificially caused radiation from the acceleration of atomic particles or from exposure to ionizing radiations;
- The following accidents are also excluded from the insurance:
 - in the exercise of sports involving the use of motor vehicles;
 - in the exercise of the following sporting disciplines even if carried out recreational: heavy athletics, martial arts, free climbing, bobsleigh or sled race, river canoeing and rafting, guidoslitta, scuba diving, parachuting, paragliding, rugby or American football, jump from the trampoline with skiing or hydroski, climbing of rock or ice beyond the third degree of the UIAA scale (International Union of Alpine Associations), ski mountaineering, acrobatic skiing, air sports in general, caving, diving controlled by elastic rope;
 - in the exercise of sports which constitute the Insured's professional activity or carried out under the auspices of the respective Federations.
 - in the exercise of the following activities: Acrobats, Caretakers and Public Security Agents, Blasters, Carabinieri, Testing Vehicles or Motor Boats, Explosives Dealers, Tamers, Armed Forces (belonging to the Army, Navy Aeronautics), Guardia di Finanza (belonging to), Alpine Guides, Miners, Personnel involved in the processing, handling, transportation and professional use of explosive and contaminated products, Diving, Pyrotechnics, Police (belonging to), Divers, Firefighters.

ART. 2. 6 - AGE LIMIT

The insurance does not work for people who at the time of the accident event, have already completed 75 years of age.

ART. 2. 7 - WAIVER OF THE RIGHT OF SUBROGATION

The Company waives, in favor of the Insured and its entitled persons, the right of subrogation pursuant to Article 1916 of the Civil Code the third party responsible for the accident

RULES COMMON TO ALL GUARANTEES

ART. 1 - EXCLUSIONS AND LIMITS VALID FOR ALL GUARANTEES

Please note that, pursuant to this contract, non-residents or temporarily non- domiciled persons in Italy cannot be insured .

ART. 2 - EXCLUSION OF ALTERNATIVE COMPENSATION

If the Insured does not receive one or more benefits, the Company is not required to provide compensation or alternative services for compensation.

ART. 3 - VALIDITY 'DATE AND DURATION OF GUARANTEES

This policy is valid only if signed by the Insured at the same time as the booking date of the ticket regularly issued by the Contractor.

The travel cancellation guarantee is valid for both the outbound and return leg, runs from the moment the ticket is booked and ends at the time of boarding (in and / or return).

The accident guarantee, for the outward journey , runs 48 hours before the official boarding time (based on the actual departure time of the ship), is valid from the moment the Insured's journey begins to reach the port of boarding and ends after 12 hours from the Insured's landing (based on the actual arrival time of the ship).

The Accident guarantee, for the return journey , runs 12 hours before the official boarding time (based on the actual departure time of the ship), is valid from the moment the Insured's journey begins to reach the port of boarding and ends after 48 hours from the Insured's landing (based on the actual arrival time of the ship).

ART. 4 - OBLIGATIONS OF THE INSURED IN THE EVENT OF A CLAIM

In the event of a claim, the Insured must give telephone and written notice to the Company according to the procedures provided for the individual guarantees. Failure to comply with this obligation may result in the total or partial loss of the right to indemnity pursuant to article 1915 of the Civil Code.

Art. 5 - TERRITORIAL EXTENSION

Please note that, pursuant to this contract, non-residents and / or those temporarily not domiciled in Italy cannot be insured .

ART. 6 - CLAIMS SETTLEMENT CRITERIA

The payment of the contractually due amount is made, upon presentation in original of the relative invoices, payment slips and duly receipted receipts. Upon request of the Insured, the Company returns the original items, after affixing the settlement date and the amount liquidated.



If the Insured has submitted to third parties the original of the notaries, distinct and received to obtain reimbursement, the Company will make the payment of the amount due on the basis of this contract after demonstration of the expenses actually incurred, net of what is charged to the aforementioned third. Refunds will always be executed in euros.
The Company will reimburse the Insured only after the complete presentation of the documentation required to assess the claim.

ART. 7 - LIQUIDATION OF DAMAGES / APPOINTMENT OF EXPERTS

The quantification of the damage will be carried out by the Company by direct agreement between the Parties or, failing that, established by two Appraisers appointed one on each side. In case of disagreement they will elect a Third. If one of the two Parties fails to appoint its own Expert or the agreement on the choice of the third party is missing, the appointment will be made by the President of the Court in whose jurisdiction the registered office of the Company is located. Each of the Parties supports the expenses of its own Expert and half of that of the Third Expert. Decisions are taken by majority with dispensation from all legal formalities and are binding on the Parties, who renounce from now on any appeal except for cases of violence, malice, error or breach of contractual agreements.

It will be in any case the power of the Parties or one of them to directly contact the Judicial Authority for the protection of their rights.

ART. 8 - LAW - JURISDICTION

The Parties agree that this contract will be governed by Italian law. The Parties also agree that any controversy arising from this contract will be subject to Italian jurisdiction.

ART. 9 - INTEGRATION OF DOCUMENTATION OF THE CLAIM

The Insured acknowledges and expressly grants Nobis Compagnia di Assicurazioni the right to request further documentation in order to facilitate the settlement of the damage compared to that indicated in the single guarantee / service.

The non-production of documents relating to the specific case may result in the total or partial forfeiture of the right to reimbursement .

ART. 10 - OBLIGATIONS OF THE CONTRACTOR

The Contractor undertakes:

- to promote this policy to all its customers who buy a ticket by inserting this policy on their website and providing the customer with the opportunity to purchase the policy at the same time as booking the ticket;
- to deliver to all Insured persons in paper format and before of the signing of the contract the Insurance Conditions relating to this policy and the related glossary;
- to publish in the Brochure the summary of the insurance guarantees provided for by this policy.

ART. 11 - NON-PAYMENT - EVEN PARTIAL - OF THE PRIZE

Where the Contractor does not pay the premium due to the signature of the contract or two or more successive premium installments within the agreed terms or does not match the variable portion of the variable premium in the manner and terms provided or does not make any communication regarding the Variable Data or the performance in qualitatively and quantitatively incomplete or with delay in respect to the terms contractually provided, the Company will have the right to declare by registered letter the suspension of the effects of insurance coverage, (with the exception of the services indicated in the warranty person ", where provided) from the date of receipt of the communication, putting the Contractor in default and, to continue this failure within 15 days from receipt of the aforementioned communication, declare the termination of the contract in the same terms, configuring such conduct of the Contractor a serious breach of obligations hired pursuant to art. 1455 et seq. of the Civil Code, without prejudice to any other right also aimed at compensation for the damage suffered. Suspension and / or termination of the effects of this Contract shall have effect and value for the Contractor also for the Insured and the latter will be duly informed by the Contracting Party of this circumstance, relieving the Contractor of the Company from any and all prejudices should result from failure to comply with this obligation.

In case of failure to communicate the Variable Adjustment Data or non-payment of the adjustment premium in the agreed terms, without prejudice to the suspension of the guarantee, it is expressly agreed that any claims occurring in the period to which the non-regulation refers will not be compensated / or paid by the Company to the Contractor and / or the Insured.

Likewise - where the occurrence of one of the events envisaged in this article does not follow an immediate and full definition of the debtor's position of the Contractor - the Company subsequently reserves the right to settle claims in proportion to the income actually recorded.

ART. 1 2 - EFFECTS AGAINST THE INSURED

The Contractor undertakes to inform the insured, at the time of joining the policy, that the insurance guarantee referred to in this Contract will be suspended by the Company, in addition to the assumptions provided for by the current code, to resort to the assumptions referred to in 'art. 1 1 , that is, for example, in the event that the Contractor does not make any communication regarding Variable Data and / or performs it qualitatively and quantitatively incomplete or with a delay with respect to the terms contractually provided, the Company being able to continue such non-fulfillment , declare the termination of the contract. This is also the case of non-payment of the premium and / or premium installments subsequent to the envisaged monthly deadlines or sums due to adjustment by the Contracting Party and in any case in which the Contractor is in default of the obligations referred to in to this contract.

The Contractor also undertakes to inform the Insured of the provisions of the last paragraph of the preceding article and to relieve the Company of any and all requests and / or complaints received from the Insured.

ART. 1 3 - SPECIFICATIONS RELATING TO THE "TRAVEL CANCELLATION" GUARANTEE

When one of the events envisaged in art. 1 2 above, the Contractor undertakes to relieve the Company from any claim - even economic - that should be advanced by its customers in the event of a request for activation of the "Travel cancellation" guarantee, provided that the claims affecting the guarantee in word find direct and exclusive origin from the application of the cancellation penalty from the contract of travel by the same Contractor.

WHAT TO DO IN CASE OF ACCIDENT

All claims must be reported in one of the following ways :

- **via internet** (on the website www.nobis.it "On-Line Reporting" section) following the relative instructions.
- **by phone at 039/9890712** and for the Travel Cancellation Guarantee at the toll-free number **800 894124**

INDICATING THE NUMBER OF POLICY

6003000310 / I

The correspondence or documentation will be sent to:

Nobis Compagnia di Assicurazioni SpA
Claims Office
Viale Colleoni, 21 - Colleoni Center
20864 AGRATE BRIANZA (MB)



According to the general rules and those governing each service, the damage must be correctly specified and, in order to accelerate settlement times, the documentation indicated in each insurance benefit must be attached to the claim report and summarized below:

IN CASE OF CANCELLATION TRAVEL

- In the event of illness or accident, medical certificate certifying the date of the accident or the onset of the disease, the specified diagnosis and days of prognosis;
- in case of hospitalization, copy of the medical record;
- In the event of death, the death certificate;
- in the event of an accident to the means of transport, copy of the friendly accident report (CID) and / or report of the brigade;
- copy of the ticket;
- Statement of the reservation and penalty orders issued by the Contractor ;
- receipts (deposit, balance, penalty) for payment of the trip;
- **For citizens of different nationalities from the Italian one, the Company reserves the right to request a copy of the certificate of residence.**

IN CASE OF ACCIDENTS

- place, day, time and cause of the accident;
- causes that determined it;
- medical certificates;
- any report of the authorities that intervened;
- the course of the injury must be certified by further medical documentation, until complete recovery or stabilization of the consequences produced by the accident. The Company reserves the right to request any further documentation necessary for a proper assessment of the reimbursement request.

IMPORTANT NOTE

- It is always necessary to provide the Company with the original invoices for repairs as well as the originals of any expenses incurred as a result of the accident.

The Company reserves the right to request any further documentation necessary for a correct assessment of the reported claim. **Failure to produce the above listed documents related to the specific case may result in the total or partial forfeiture of the right to reimbursement.**

- It is necessary to inform the Company of any changes in the risk that may occur after the conclusion of the contract.

Remember that the right to indemnification is prescribed after two years from the last written request received by the Company regarding the accident. (Article 2952 of the Civil Code).

Important!

In any case of accident together with the documentation, the insured sends to the Company the details of the current account on which he / she wants to be credited the refund or compensation (account number, bank, address, agency number, ABI codes, CAB and CIN).

For any complaints write to

Nobis Compagnia di Assicurazioni SpA
Complaints office
Colleoni Business Center
Viale Colleoni, 21
20864 Agrate Brianza - MB - fax 039/6890432 - reclami@nobis.it

in case of failure to reply, write to:

IVASS - User Protection Service
Via del Quirinale, 21
00187 ROME (RM)

