

TRAVEL TOUR OPERATOR

INSURANCE CONDITIONS MOD.T013547 Ed. 14.03.2019

Assistance – Medical Expense Reimbursement – Travel or Lease Cancellation Expenses – Trip Repetition

The implementation of these conditions is subject to the validity of the Policy.

INFORMATION TO CLIENTS ON PROCESSING OF PERSONAL DATA

Pursuant to Article 13 of Legislative Decree no. 196 dated 30 June 2003 on the protection of personal data (Privacy Code), please be informed that:

Your ordinary and, strictly if necessary, your sensitive and judicial personal data (the "Data") will be processed by Europ Assistance Italia S.p.A. using paper, electronic and/or automated means for purposes connected with:

a. Contract management and performance (including but not limited to: policy management; claim settlement or payment of other benefits; reinsurance; co-insurance; prevention and detection of insurance frauds and related legal actions; establishment, exercise and defence of insurer's rights; performance of specific legal or contractual obligations; administrative/accounting management; statistical activities);

b. performance of obligations arising from laws, regulations or EU legislation (e.g. anti-money laundering) and/or provisions issued by public authorities;

1. Data processing is:

a. necessary for contract performance and management (1.a);

b. required under a law, regulation or EU legislation and/or provisions issued by public authorities (1.b);

2. The Data may be disclosed to the following parties as independent Controllers:

a. specific individuals or entities, designated by Europ Assistance Italia S.p.A. to provide services instrumental or necessary for performing the contract in Italy and abroad, including but not limited to individuals or entities in charge of managing databases and processing data; credit institutions, and individuals/entities in charge of managing postal mailing services;

b. specific associations (ANIA) and consortia of the insurance sector, supervisory authorities, judicial authorities as well as any other party to whom the data need to be disclosed in order to achieve the purposes set forth in 1.b above, or to provide the services instrumental or necessary to contract performance, or to safeguard the rights of the insurance industry;

c. assistance providers (including but not limited to: road assistance services, repair workshops, vehicle demolition facilities, craftsmen, experts, forensic physicians, physicians, nurses, healthcare facilities and other service providers under agreement with the insurance Company); subsidiaries or associated companies of Europ Assistance Italia S.p.A. or designated by the latter, in Italy or abroad, for the achievement of the purposes set out in 1 above; other insurance companies with a view to distributing risk and preventing and detecting insurance frauds; or other individuals/entities that are part of the so-called "insurance chain" including but not limited to agents and subagents;

d. the Contracting Party **GLAMPING CESENATICO S.r.l.** and insurance brokers, if any.

Additionally, your Data may be shared with employees and associates acting as Persons Tasked with Processing or Data Processors.

The Data are not subject to disclosure.

3. The personal data processing Controller is Europ Assistance Italia S.p.A. You may request a list of Data Processors and exercise the rights set forth in Article 7 of the Privacy Code (in particular: receive confirmation from the Controller that data concerning you exist; be informed of who they are disclosed to and of the rationale and purposes of data processing; and obtain the deletion, updating or blocking of said data, as well as object to the processing for legitimate reasons, by writing to: Europ Assistance Italia S.p.A. – Piazza Trento, 8 – 20135 Milano – Ufficio Protezione Dati).

UfficioProtezioneDati@europassistance.it

GENERAL DEFINITIONS

Insured: the person whose interests are protected by the Insurance.

Insurance: the insurance contract.

Contractor: **GLAMPING CESENATICO S.r.l.** who signs the policy on behalf of others.

Europ Assistance: The insurance company and as such Europ Assistance Italia S.p.A. – An Enterprise authorized to provide insurance, by decree of the Ministry of Industry and Trade N. 19569 of June 2, 1993 (Official Gazette of July 1st, 1993 No. 152) – Subscribed to Section I of the Register of Insurance and Reinsurance Companies at No 1.00108 - Companies belonging to the Generali Group, subscribed to the Register of Insurance Groups - Company subject to the direction and coordination of Assicurazioni Generali S.p.A.

Deductible: the fixed amount pre-agreed upon, which remains to be covered by the Insured per claim.

Warranty: the insurance for which, in case of an accident, Europ Assistance will approve compensation and for which, the relative insurance premium will have been paid.

Compensation: the amount paid by Europ Assistance in case of an accident.

Maximum coverage: The maximum commitment indemnity/compensation of Europ Assistance.

Policy: The document considered as a whole, which proves the insurance and which regulates the relationship between Europ Assistance, the Contractor and the Insured.

Benefits: the assistance provided by Europ Assistance, through the Organizational Structure, to those Insured in the event of an accident.

Accident: the occurrence of the damaging fact for which the insurance warranty is provided.

Organizational Structure: The structure of Europ Assistance Service S.p.A. - P.zza Trento, 8 - 20135 Milano, consists of managers, personnel (doctors, technicians, operators), equipment and facilities (centralized or not) operation 24 hours a day every day of the year or within the various limits provided for in the contract, which provides for telephone contact with the insured, the organization and provision of assistance services provided for in the policy with the costs borne by Europ Assistance Italia S.p.A.

Trip: the duration of the stay booked/purchased from the Contractor and more precisely, the time period of the accommodation from the day of check-in to the day of check-out.

SPECIAL RULES GOVERNING THE INSURANCE IN GENERAL

Art. 1. OTHER INSURANCES

Pursuant to art. 1910 of the C.C., the Insured who benefits of performances/warranties similar to those of this insurance, by virtue of contracts with other insurance companies, is still obliged to give notice of the claim to any insurance company, and specifically to Europ Assistance Italia S.p.A.

Art. 2. GOVERNING LAW OF THE POLICY, JURISDICTION AND MEDIATION PROCEDURE

The Policy is governed by the Italian law. All disputes relating to the Policy are subject to Italian jurisdiction. For all which is not stated as otherwise regulated, the norms of law apply.

Art. 3. DELIMITATIONS OF BENEFITS AND WARRANTIES

Assistance benefits are only provided once for each type, within the period of travel time. The warranty "Insurance Reimbursement of medical expenses" may be requested several times within the duration of the trip, provided that the total amount of claims paid does not exceed the maximum limits outlined herein.

Art. 4. STATUTE OF LIMITATIONS

Every right derived from the insurance contract will lapse within two years from the date on which occurred the event on which the right is based, pursuant to article 2952 of the civil code.

Art. 5. CURRENCY OF PAYMENT

The compensation and reimbursements are paid in Italy in Euro. In the case of costs incurred in countries outside the European Union or pertaining to the same but who have not adopted the Euro as their currency, the refund will be calculated at the exchange rate set by the European Central Bank on the day on which the Insured sustained the expenditure.

SECTION I – INSURANCE SERVICE

SPECIAL DEFINITIONS OF THE SECTION

HEALTH SERVICES WHILE TRAVELLING, ASSISTANCE TO FAMILY MEMBERS AT HOME, AND HOME ASSISTANCE

Accident: the event due to an accidental, violent and external cause that results in the direct and exclusive consequence of physical injury objectively ascertainable causing death, permanent disability or temporary disability.

Care Institution: the public hospital, clinic or nursing home, whether affiliated with the National Health Service or private, duly authorized to hospital assistance. This excludes spas, convalescent and retirement homes, clinics with dietetic and aesthetic purposes.

Sickness: any alteration from the state of good health not dependent on the accident.

Sudden illness: acute onset of illness which the Insured was not aware of and which is still not a manifestation of, even though sudden, a previous disease known to the Insured.

Pre-existing sickness: sickness that is the expression or the direct consequence of chronic pathological conditions or pre-existing at the commencement of the warranty.

HOME ASSISTANCE

Home: entire building or portion of a building situated in Italy and used as civil dwelling, which is the habitual and/or legal residence of the Insured.

Theft: taking possession of personal property of others, stealing it from the legitimate owner, in order to obtain undue profit for oneself or others.

Failure: damage incurred by a vehicle as a result of wear, defect, breakdown, or malfunction of its parts, such that the Insured is unable to use the vehicle in normal conditions.

Fire: combustion, with flames, of property outside an appropriate fireplace, with a tendency to spread and propagate.

VEHICLE ASSISTANCE

Failure: Damage incurred by a vehicle as a result of wear, defect, breakdown, or malfunction of its parts, such that the Insured is unable to use the vehicle in normal conditions.

Residence: The place where an individual habitually resides, as stated in the certificate of residence.

Vehicle: under Articles 47 et seq. of the New Road Regulations, a vehicle is defined as a means of transport for personal use with a total weight when fully loaded of up to 3.5 metric tonnes, and specifically:
- an automobile.

SPECIAL SECTION DEFINITIONS

Art. 6. INSURED PARTIES

➤ For "Health Services while Travelling" only, the insurance covers the natural person who has purchased a stay at the Contracting Party;

➤ For "Assistance to Family Members at Home" only, the insurance covers the family member residing in Italy, the Republic of San Marino or the Vatican City, of the person who purchased a stay at the Contracting Party;

➤ For "Home Assistance" only, the insurance covers the natural person, residing in Italy, the Republic of San Marino or the Vatican City, who purchased a stay at the Contracting Party;

➤ For "Vehicle Assistance" only, the insurance covers the natural person who drives the vehicle (as defined above in greater detail), regardless of whether said drivers is the owner or a person authorized by the latter to drive the vehicle, who has booked a stay at the Contracting Party.

Art. 7. INSURANCE SCOPE AND COVERAGE

The assistance services, listed in the Services paragraph, which Europ Assistance undertakes to provide through the Organization Structure if the Insured encounters problems after the occurrence of a covered event, are provided only once per type of service during the duration of a trip.

Home Assistance Services, are provided in Italy up to once per type during the effective period of the Policy and within 24 hours after its expiry.

Vehicle Assistance services are provided to Vehicles (excluding those used for rental or public transport) with no more than 15 years from the date of first registration.

The services are provided if an event occurs while the Insured is travelling at a distance of more than 50 km from his or her place of residence.

PERFORMANCES

ASSISTANCE TO THE PERSON

1. MEDICAL ADVICE

If the Insured, in the case of illness and/or injury, needs to assess the status of their health, he/she may contact the doctors of the Organizational Structure and request telephone consultation.

Please note that this consultation, taking into consideration the way the service is provided, is not equivalent to a diagnosis and is provided on the basis of information acquired by the Insured.

The Insured must notify the Organizational Structure of the reason for their request and their telephone number.

2. DISPATCH OF A DOCTOR OR OF AN AMBULANCE IN ITALY

If, subsequent to "Medical Advice", the need for the Insured who is on the trip needs to undergo a medical examination arose, the Organizational Structure will provide, with costs borne by Europ Assistance, to send to his/her temporary residence one of the doctors affiliated with Europ Assistance. Should this be impossible for one of the doctors affiliated to intervene personally, the Organization Structure will organize the transfer of the Insured in an ambulance to the most suitable nearest medical center.

The service is provided from 8:00 pm to 8:00 am Monday to Friday and the entire 24 hours on Saturdays, Sundays and public holidays.

3. PATIENT TRANSFER

Should the Insured who is travelling require, due to an injury or illness, as per the judgment of the doctors of the Organizational Structure and in accordance with the on-site physician, transportation to an equipped Medical Institution in the country of his/her residence, the Organizational Structure will provide, with expenses borne by Europ Assistance, to arrange the return with the means and in the time most suitable by the doctors of the Organizational Structure after the consultation of the same with the on-site doctor.

Such means might include:

- air ambulance

Art. 18. EXCLUSIONS

The following are excluded from the warranty:

- a. all expenses incurred by the Insured if he/she has not reported to Europ Assistance, directly or through third parties, the event in which hospitalization or emergency care was necessary;
- b. expenses for treatment or removal of physical defects or congenital malformations, for aesthetic applications, for nursing, physiotherapy, spa and slimming treatments, for dental care (except those specified above as a result of the accident);
- c. expenses for the purchase and repair of eyeglasses, contact lenses, the cost of braces and/or prosthetic dentures (except those specified above as a result of the accident);
- d. follow-up visits in Italy for situations resulting from illnesses which started during the trip;
- e. the expenses of transportation and / or transfer to the Medical Institution and / or place of accommodation of the Insured.

The warranty is also not due for accidents provoked or caused by or due to:

- f. mental illness and mental health problems in general, including organic brain syndromes, schizophrenia, paranoid disorders, manic-depressive conditions and its consequences/complications;
- g. sicknesses dependent on pregnancy beyond the 26th week of gestation and maternity;
- h. sickness that is the expression or the direct consequence of chronic pathological conditions or pre-existing at the beginning of the trip;
- i. injuries resulting from the following activities: rock climbing or mountaineering with access to glaciers, jumps from a trampoline with skis or water skis, driving and use of bobsleighs, driving and use of hang gliders and other types of ultralight aircrafts, paragliders and the like, kite-surfing, reckless acts and all injuries suffered as a result of sports activities on a professional non-amateur basis (including competitions, practice and training);
- j. removal and/or transplants of organs;
- k. races that involve cars, motorcycles or motorboats and relating to practice and training;
- l. floods, inundation, earthquakes, volcanic eruptions, weather phenomena that lend themselves to natural disasters, transmutation of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles;
- m. Wars, strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism;
- n. malice by the Insured;
- o. diseases and injuries resulting from abuse of alcohol and drugs and the use of narcotics and hallucinogens;
- p. attempted suicide or suicide;

Art. 19. UNINSURED INDIVIDUALS

Granted that Europ Assistance, should it become aware that the Insured was suffering from alcoholism, drug abuse, acquired immunodeficiency syndrome (AIDS), it would not have agreed to cover the insurance. It is agreed that if one or more of the diseases or ailments mentioned above arises in the course of the contract, the provisions of art. 1898 of the Civil Code shall apply, regardless of the actual assessment of the state of health of the Insured. In the event of misrepresentation or reticent declarations the provisions of Articles 1892, 1893, 1894 of the C.C. apply.

Art. 20. OBLIGATIONS OF THE INSURED IN THE CASE OF AN ACCIDENT

In the event of an accident the Insured must immediately contact the Organizational Structure, and must file, no later than sixty days from the occurrence of the accident, a claim - by accessing the portal <https://sinistronline.europassistance.it> following the instructions (or accessing the site directly www.europassistance.it under the accident section)

or

giving written notice to Europ Assistance Italia S.p.A. - Piazza Trento, 8 - 20135 Milano, indicating on the envelope "Ufficio Liquidazione Sinistri - Rimborso Spese Mediche" ("Claims Settlement Office" - Trip Cancellation) and sending it via mail:

1. name, surname, address, telephone number;
2. Europ Assistance card number or a copy thereof, if in the possession of the Insured;
3. the circumstances of the incident;
4. certificate proving emergency First Aid was required on the location of the accident reporting the pathology suffered or the medical diagnosis which certifies the type of injury right away;
5. in the case of hospitalization, a copy of the original medical records;
6. originals of the invoices, receipts or fiscal receipts for expenses incurred, complete with tax information (VAT or Tax Code) of issuers and the holders of the receipts themselves;
7. medical prescription for the possible purchase of medicines with the original receipts for the medication purchased.
8. Europ Assistance may then request, in order to proceed with settling the claim, additional documentation that the Insured will be required to submit.

Failure to comply with this requirement may result in partial or total loss of the right to compensation under Article 1915 of the Civil Code.

Art. 21. CRITERIA FOR THE LIQUIDATION OF THE DAMAGE

following the evaluation of the documentation received, Europ Assistance will proceed with the assessment of the damages and relative payment in Euro, the net total of allowances provided for.

Art. 22. MEDICAL PRIVILEGE

The Insured frees the possible doctors used in the medical examination of the accidental damage, before or even after the accident itself, from the medical privilege in regards to Europ Assistance.

Art. 23. EFFECTIVE DATE AND DURATION OF INSURANCE

The insurance, for each individual insured, will commence from the date of commencement of stay (check-in) and will stay in place until the end of the same stay (check-out).

The maximum duration of uninterrupted stay abroad during the period of validity of the Insurance is 60 days.

Art. 24. DETERMINATION OF THE MAXIMUM AMOUNT

For the "Medical Expense Reimbursement" warranty, the maximum coverage per Insured is € 500.00 for the Insured resident in Italy and €5,000.00 for Insured who are resident in foreign countries.

SECTION III - INSURANCE COSTS OF STAY/PRACTICE CANCELLATION

SPECIAL DEFINITIONS OF THE SECTION

Travel companion: person insured with the same insurance policy and traveling together with and at the same time as the Insured.

Accident: the event due to an accidental, violent and external cause that results in the direct and exclusive consequence of physical injury objectively ascertainable causing death, permanent disability or temporary disability.

Sickness: Any alteration from the state of good health not dependent on the accident.

Pre-existing sickness: sickness that is the expression or the direct consequence of chronic pathological conditions or pre-existing at the commencement of the warranty.

Recovery: The time spent in a Health Institution which includes the stay of at least one night.

Penalty fee: the amount charged to the Customer who withdraws from the travel/location contract before departure, excluding any possible enrollment fees and/or possible origination fees, according to the following regulation:

- cancellations up to 30 days. from the date of arrival: only the deposit paid at the time of booking will be retained;
- cancellations from 29 to 10 days. before the arrival date: 75% of the contracted stay will be charged as a penalty;
- cancellations from 9 to 1 days. before the arrival date: 90% of the contracted stay will be invoiced as a penalty;
- no show: 100% of the contracted stay will be charged as a penalty.

In the case of bookings made within 15 days prior to the arrival date, the client must pay the entire amount of the stay together with the booking confirmation. Balance due 7 days before arrival.

Deductible: The part of the amount of damage, expressed in percentages, which obligatorily remains borne by the Insured with a minimum expressed in absolute value.

SPECIAL CONDITIONS OF THE SECTION

Art. 25. INDIVIDUALS INSURED

The following is insured:

> the individual who purchased a holiday from the Contractor.

Art. 26. SUBJECT OF THE INSURANCE

If the Insured, when faced with the total cancellation of the stay/practice booked before the start of the trip itself, after one of the reasons indicated below, albeit it involuntary and unpredictable at the time of booking, should be charged by the Contractor, a penalty fee, Europ assistance will reimburse the amount of the cancellation fee (excluding the booking fee).

The warranty will be provided upon cancellation for:

- a) sickness, accident (for which there is clinical documentation proving the inability to participate in the trip), or death:
 - of the Insured;
 - of the spouse/partner, a son/daughter, brothers and sisters, of a parent or a father or mother in law, of a son or daughter in law, or the Partner/Co-owner of the Company or group practice. If these people are not traveling together or booked on the same flight as the Insured, in the case of serious sickness or accident, the Insured must demonstrate that his/her presence is required;
 - of any accompanying person, so long as they are insured and undersigned to the same trip along with and at the same time as the Insured.

In the case of serious illness or injury of any one person indicated, authorization is given to doctors of Europ Assistance to carry out a medical examination;

- b) impossibility of using the holidays already planned as a result of recruitment or dismissal by the employer;
- c) material damage that affect the house of the Insured as a result of fire or natural disaster for which its presence may be necessary and irreplaceable;
- d) inability to achieve, as a result of natural disasters, or place of departure of the trip organized or leased property;
- e) subpoena or summons in the Criminal Court by the Judge or a summons for Jury duty after the booking of the trip.

Art. 27. TERRITORY

This refers to the countries where the accident occurred and in which the warranties and services are provided, in other words in Italy, the Republic of San Marino and the Vatican City

Art. 28. EXCLUSIONS

Europ Assistance will not reimburse in the case of:

- a) accident, illness or death verified prior to the moment of the reservation;
- b) illness pre-existing at the time of reservation of the trip;
- c) nervous, mental, neuropsychiatric and psychosomatic disorders;
- d) the state of pregnancy or pathological conditions and its consequences in cases where conception occurred prior to the date of travel registration;
- e) employment purposes other than those guaranteed;
- f) the cases in which the Insured did not inform the travel organization or agency or even Europ Assistance directly of the formal waiver to the travel and/or accommodation booked, within five calendar days from the occurrence of the cause of the cancellation itself;

g) theft, robbery, loss of identification and/or travel documents;

h) the cases in which the Insured did not send the notification by the date of commencement of travel or accommodation if at the end of the five days referred to in paragraph f) falls after the date of commencement of the journey and/or accommodation.

The warranty is also not due for accidents caused by or due to:

- i) war, earthquakes, weather phenomena that lend themselves to natural disasters, transmutation of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles;
- j) strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism;
- k) malice by the Insured.

Art. 29. OBLIGATIONS OF THE INSURED IN THE CASE OF AN ACCIDENT

In the case of modifications and/or forced withdrawal from the journey or accommodations, the Insured must make, within five calendar days from the occurrence of the cause of the withdrawal, and in any case not later than the start date of the trip, a complaint <https://sinistronline.europassistance.it> following the instructions (or by going directly to the website <https://sinistronline.europassistance.it> accident section)

or

will have to send by a telegram or fax to no. 02.58.47.70.19, a written complaint addressed to: Ufficio Liquidazione Sinistri (Claims Settlement Office) Annullamento Viaggio (Travel Cancellation) - Europ Assistance Italia S.p.A. - Piazza Trento, 8 - 20135 Milano - indicating:

1. name, surname, address, telephone number;
 2. number of policy or policies taken out for the same trip;
 3. the cause of cancellation or modification;
 4. place of availability of the Insured or of the persons that gave rise to the cancellation (family, co-owner of the company/group practice);
 5. objective documentation proving the cause of withdrawal/modification, with the original;
 6. documentation proving the link between the Insured and any other person which determined the waiver.
- If the waiver and/or amendment to the trip or accommodation is due to illness and/or injury, the complaint must contain:
7. the pathology type;
 8. the beginning and the end date of the pathology.
- Within 15 days of the complaint referred to above, the Insured should also submit the following documents to Europ Assistance:
9. copy of the policy;
 10. personal data, tax ID and contact details;
 11. objective documentation proving the cause of withdrawal from the trip, with the original;
 12. in case of an illness or accident, a medical certificate attesting to the date of the accident or the onset of the illness, the specific diagnosis and days of prognosis;
 13. in the case of hospitalization, a copy of the medical records;
 14. registration form for the trip, or a similar document;
 15. receipts (deposit, balance, penalty) of payment of travel or location;
 16. the confirmation statement of the reservation issued by the Organization/Travel Agency.
 17. invoice from the Organization relating to the penalty charged;
 18. travel program and schedule;
 19. travel documents (visa, etc.);
 20. travel reservation contract.

21. confirmation of the purchase of the ticket or similar document;
22. receipt of payment of the ticket;
23. declaration from the airline carrier/shipping company stating the penalty fee charged;
24. copy of the canceled airline/ ship in the event of partial charge of the penalty fee;
25. original of the airline/shipping ticket in the event of a total charge of the penalty fee.

Failure to comply with the requirements related to filing claim for the accident may result in the loss of the right to compensation pursuant to Article 1915 of the C.C.

Art. 30. CRITERIA FOR THE LIQUIDATION OF THE DAMAGE

Europ Assistance will reimburse, in full, the penalty fee charged to the Insured (excluding the booking fee) for the total Cancellation of the practice, up to the maximum amount of Euro 5,000.00 per practice.

Europ Assistance reimburses the cancellation fee:

1. in the case of cancellation of the stay booked due to a hospital stay (excluding Day Hospital and Emergency Room) or death, the penalty fee will be refunded without the application of any deductible.
2. in the case of total cancellation of the booked stay is not determined by hospitalization or death, the penalty fee will be refunded with the application of a deductible equal to 20% of the amount of the penalty fee itself, and if the penalty fee exceeds the maximum benefit, the uncovered amount will be calculated on the latter.

It is understood that the calculation of the compensation will be equivalent to the existing rates on the date which the event occurred (Art. 1914 CC). Therefore, in the event that the Insured cancels the stay after the event, the largest possible penalty fee will be applied.

Art. 31. MEDICAL PRIVILEGE

The Insured frees the possible doctors used in the medical examination of the accidental damage, before or even after the accident itself, from the medical privilege in regards to Europ Assistance.

Art. 32. EFFECTIVE DATE AND DURATION OF INSURANCE

The warranty in respect to each Insured starts on the day of booking/confirmation of stay and lasts until the first day of the accommodation itself, meaning the start of the holiday at

the moment when the Insured should have been present at the accommodation booked (check-in).

SECTION IV - TRAVEL INSURANCE RECONSTRUCTION

SPECIAL DEFINITIONS OF THE SECTION

Injury: is the accident due to a random, violent and external cause that produces objectively ascertainable injury and results in: death, permanent or temporary disability.

Sickness: the alteration from the state of good health not dependent on the accident.

Pre-existing sickness: sickness that is the expression or the direct consequence of chronic pathological conditions or pre-existing at the commencement of the warranty.

Recovery: la degenza comportante pernottamento in Istituto di cura.

SPECIAL CONDITIONS OF THE SECTION

Art. 33. SUBJECT OF THE INSURANCE

If the Insured, in the case of illness and/or injury, should need to interrupt the insured journey, **Europ Assistance will reimburse the fees from the part of the trip not used, calculated as is specified in "CRITERIA FOR ASSESSMENT OF DAMAGES"**. The part of the trip which was unused will be refunded up to a maximum value equal to the purchase of travel as provided for in the policy pursuant to the "DETERMINATION OF THE MAXIMUM COVERAGE" article.

Art. 34. TERRITORIAL EXTENSION

This refers to the countries where the accident occurred and in which the warranties and services are provided, in other words in Italy, the Republic of San Marino and the Vatican City.

Art. 35. EXCLUSIONS

This excludes travel disruptions caused by:

a. pre-existing diseases at the time of commencement of the warranty;

b. pregnancy or pathological conditions resulting from this;

c. nervous and mental illnesses;

d. sickness or injuries whose treatment was the purpose of travel.

Art. 36. OBLIGATIONS OF THE INSURED

Following the interruption of the trip, the Insured must send, no later than sixty days from the returning to his/her residence, a claim - by accessing the portal <https://sinistrionline.europassistance.it> following the instructions

(or accessing the site directly www.europassistance.it under the accident section)

or

will have to send by a telegram or fax to no. 02.58.47.70.19, a written complaint addressed to: Europ Assistance - Piazza Trento, 8 - 20135 Milano – outlining on the envelope the competent office (Claims Settlement Office – Travel Write-up) and including:

1. name, surname, address, telephone number;

2. **Europ Assistance card number;**

3. authorization to the processing of personal data by entering the following statement in the complaint which must be signed by the Insured: "I authorize Europ Assistance Italia S.p.A. to process my personal data, including sensitive data, to evaluate the settlement of the claim";

4. the cause for the interruption of the trip;

5. travel program;

6. return date;

7. certificate of travel payment;

8. medical certificate drawn up at the casualty site, describing the pathology suffered or the medical diagnosis certifying the need for the insured to interrupt the journey.

9. the confirmation statement of the reservation issued by the Organization/Travel Agency.

Failure to comply with the requirements related to filing claim for the accident may result in the loss of the right to compensation pursuant to Article 1915 of the C.C.

Art. 37. CRITERIA FOR DAMAGE LIQUIDATION

Europ Assistance will calculate the daily value of the trip, dividing the total value declared in the policy for the number of days originally planned, and will pay the remaining days not used by the Insured. The day of the interruption of the trip and the re-entry date foreseen at the beginning of the journey, are considered as a single day.

Art. 38. MEDICAL PRIVILEGE

The Insured frees the possible doctors used in the medical examination of the accidental damage, before or even after the accident itself, from the medical privilege in regards to Europ Assistance.

Art. 39. EFFECTIVE DATE AND DURATION OF INSURANCE

The insurance, for each individual insured, will commence from the date of commencement of stay (check-in) and will stay in place until the end of the same stay (check-out).

The maximum duration of uninterrupted stay abroad during the period of validity of the insurance is 60 days.

Art. 40. DETERMINATION OF THE MAXIMUM AMOUNT

For this Section the portion of the trip which is unused will be refunded up to a maximum equal to the purchase value of the trip, this maximum may never, however, be higher than Euro 5,000.00 for Practice.

COMPLAINTS

Any claims against the company relating to the management of the contract or the management of accidents must be submitted in writing to:

Europ Assistance Italia S.p.A., Ufficio Reclami, Piazza Trento, 8 - 20135 Milano, Fax: 02.28.47.71.28, E-mail: ufficio.reclami@europassistance.it

If the applicant is not satisfied by the outcome of the complaint or in the event of failure of response within a maximum period of forty-five days, he/she may contact IVASS (Institute for the Supervision of Insurance) - User Protection Service - Via del Quirinale 21 - 00187 Roma.

Complaints directed to IVASS should contain:

a) name, surname and residence of the complainant, with contact telephone number;

b) identification of the person or persons who the individual is complaining about;

c) short description of the reason for complaint;

d) copy of the complaint presented to the insurance company and any possible feedback provided by the company;

e) all useful documentation to more fully describe the relevant circumstances

For the resolution of cross-border disputes there is an option to complain to the ISVAP or activate the competent foreign operating system by the FIN-NET procedure (accessing the website: http://ec.europa.eu/internal_market/finances-retail/finnet/index_en.htm).

This does not affect the right to appeal to the Judicial Authority.

EUROP ASSISTANCE ITALIA S.p.A.

HOW TO REQUEST ASSISTANCE

If you need assistance, wherever you may be, at any time, the **Organizational Structure of Europ Assistance operates 24/7**. The specialized personnel of the Organizational Structure of Europ Assistance is always available, ready to intervene or to indicate the most appropriate procedures to resolve, in the best way possible, any problems as well as to authorize any possible expenditure.

IMPORTANT: Do not take action without having first consulted, via phone, the Organizational Structure by contacting this number:

from Italy: 800.085889

or

from Italy and abroad 02 - 58.28.65.32

The following information must be provided immediately to the operator:

- Type of service requested
- Name and surname
- Europ Assistance card category
- Address of the place where the Insured is located
- Telephone number

If it is not possible for you to contact the Organizational Structure by phone, you may send: a fax to the following number 02.58.47.72.01 or a telegram to EUROP ASSISTANCE ITALIA S.p.A. - Piazza Trento, 8 - 20135 MILANO.

In order to provide the benefits/safeguards provided in the policy, Europ Assistance must collect and process the data of the Insured and to this end under Legislative Decree 196/03 (Privacy Code) requires your consent. Therefore the Insured, by contacting or arranging for contact of Europ Assistance, freely provides consent to the processing of your personal and sensitive data as disclosed in the Privacy Policy statement of personal data.

For any commercial information you may contact the number 02.583841

Europ Assistance Italia S.p.A.
Sede sociale, Direzione e Uffici:
Piazza Trento, 8 - 20135 Milano
Tel. 02.58.38.41 - www.europassistance.it
PEC: EuropAssistanceItaliaSpA@pec.europassistance.it
Capitale Sociale Euro 12.000.000,00 i.v.
Reg. 754519 - P. IVA 00776030157
Reg. Imp. Milano e C.F. 80039790151
Impresa autorizzata all'esercizio delle assicurazioni con decreto del Ministero dell'Industria, del Commercio e dell'Artigianato n. 19569 del 2/6/93 (Gazzetta Ufficiale del 1/7/93 n. 152).

Iscritta alla Sezione I dell'Albo delle imprese di assicurazione e riassicurazione al n. 1.00108. Società appartenente al Gruppo Generali, iscritto all'Albo dei Gruppi assicurativi. Società soggetta alla direzione e al coordinamento di Assicurazioni Generali S.p.A.

AZIENDA CON SISTEMA DI GESTIONE QUALITÀ CERTIFICATO DA DNV GL
= ISO 9001 =