

General and Special Terms and Conditions for Individual and Family Polizza Essenziale
**THE POLICY IS VALID IF THE INSURANCE CERTIFICATE WITH THE INITIAL NUMBER PLC17A HAS BEEN
ISSUED BETWEEN 01.02.2017 AND 31.01.2018 FOR DEPARTURES BEFORE 31.01.2019**

The attention of the contractor and the insured is drawn to the need to read the contract carefully before signing it!

Please also note: this document is a translation which is provided for the sole purposes of information; it is not contractual. Should a dispute arise, the original Italian language documents shall not only be solely applicable, they shall also prevail over this translation. In consequence, reliance should not be placed upon this translation, and any disputes that may arise in connection with the insurance cover granted, shall be resolved purely with reference to the original wordings in Italian language, and with reference to the meanings of the terms used within them.

Information for the Contracting Party

INFORMATION NOTE TO THE CONTRACTOR – formulated pursuant to art. 185 of Legislative Decree 209 of 7 September 2005 and in accordance with the terms of IVASS Regulation 35 of 26 May 2010. **This Information Note is drafted in the form prepared by IVASS, but its content is not subject to prior approval by the authority itself.**

INTRODUCTION

The purpose of this Information Note is to provide the Contractor with all the necessary preliminary information to be able to sign the selected insurance with full knowledge and sound judgement. The Information Note is formulated pursuant to art. 185 of Legislative Decree 209 of 7 September 2005 and **IVASS Regulation n° 35 of 26 May 2010. This Information Note, which sets out the essential characteristics of the insurance product, does not replace the General and Special Policy Conditions which the Insured must read before signing the contract.**

A. INFORMATION ON THE INSURANCE COMPANY

1. General information.

The Company Europäische Reiseversicherung AG (ERV) has its registered office in Germany, Rosenheimer Straße 116, Munich. The insurance contract is underwritten by the afore mentioned Company. ERV is authorised to carry out insurance activities in Italy in right of establishment, in accordance with art. 23 of D.Lgs 7/9/2005 n. 2009 (communication made to IVASS on 27th September 2007, n. 5832), and is registered in the Register of insurance companies permitted to underwrite insurance services in Italy by IVASS under n° I.00071, which can be consulted on the web site www.ivass.it. Secondary office and General Representative for Italy: Via G. Washington 70, 20146, Milan. Registration n. 05856020960 at the Milan Company Register, Fiscal Code and VAT Registration n. 05856020960; REA 1854153.

2. General information on the assets of the Company.

The amount of the share capital signed and fully paid up of ERV is €84,973 million. The Solvency Ratio of the Company is 237,27%. It should be noted that the solvency ratio represents the ratio between the amount of the solvency margin available and the amount of the solvency margin required by current legislation.

B. INFORMATION REGARDING THE CONTRACT
1. Applicable law.

This contract is governed by Italian law, pursuant to art. 180 of the Insurance Code, without prejudice to the regulations of international private law. The Parties have the right to choose a different legislation to be applied to the contract, without prejudice to the prevalence of the binding regulations of Italian law. Where the contract relates to risks located in another member State of the European Union, it shall be governed by the legislation of said state. If the risk is situated in a third State, the terms of the Convention of Rome of 19 June 1980 shall apply, on the law applicable to contractual obligations, implemented with the law of 18 December 1984, n° 975.

2. Procedure to render the contract effective

The Contract will be concluded when the Insured and/or Contractor takes out the Insurance Policy (contract). The insurance cover starts from the time of conclusion of the Contract (art. 3 of the General Conditions).

The policy must be signed by the Contractor of legal age, with the "ability to act" who:

a. if purchasing cover over the internet, the insured must print the policy in full, returning a signed copy of the insurance certificate by fax to +39 0541 437071 or by e-mail to: essenzialeinfo@pkctravelinsurance.com. Said document shall constitute the contractual reference for implementation of cover;

b. must read carefully the conditions of the policy and check the accuracy and veracity of the data entered and/or supplied (by way of example and not limited to: the start date of the trip, duration and destination thereof). If the Contractor purchases cover over the Internet, he can ask to receive and transmit the Insurance Contract in hard copy format or other permanent medium. In any case and at no cost, the Contractor has the right to request the Insurance Contract in hard copy format or other permanent medium and to change the communication methods used unless said change is incompatible with the Insurance Contract concluded. **The policy is not valid unless the above-mentioned criteria are complied with.**

3. Validity of the Contract

a. The insurance contract is valid if signed by a person domiciled or resident in Italy.

b. The insurance cover is valid and effective for trips departing from Italy and returning to Italy provided that the policy is signed before the start of the trip.

c. The insurance cover period cannot be extended by purchasing additional policies once a trip is underway.

4. Duration and extension of the contract.

4.1 The policy:

a. must be purchased for the whole duration of the trip;

- b. start from the date agreed stated in the policy.
- c. end on the agreed date stated in the policy (or once returned to Italy if this occurs beforehand) and in any case no later than the end of the trip to which the Insurance relates.

4.2 The extension of the Insurance period of an ongoing contract, can be requested by the Insured and/or Contractor from the Insurer after the start of the trip only if at the time of the request, there are no circumstances that may give rise to a claim. Please note: the extension must be requested and granted within the terms of validity of the cover for which said extension is requested. Requests must be sent by e-mail to: essenzialeinfo@pkctravelinsurance.com from Monday through Fri day from 9.00 to 13.00 and from 14.30 to 18.30 CET (GMT+1)

5. Statute Of Limitations.

Every right with regard to the Company is limited, as per art. 2952 of the Civil Code, to two years from the day of the event on which is based the right to Assistance and/or compensation. In personal liability insurance, the period starts from the day on which the injured third party asked the Insured for compensation or took legal action against the latter.

6. Complaints procedure.

Complaints relating to the management of the contractual relationship, notably with regard to the attribution of liability, effectiveness of performance, quantification and payment of the sums owed to the rightful beneficiary must be sent directly to PKC Associates Ltd. Any complaints relating to the contractual relationship or claims handling must be forwarded in writing to:

**PKC Associates Ltd, Corso D'Augusto 118, int.6
47921 -Rimini
email: essenzialereclami@pkctravelinsurance.com**

If the insured and/or contractor is not satisfied with the outcome of the claim or in the absence of a reply within the maximum term of 45 days, he can write to:

**IVASS – CONSUMER User Protection Department
Via del Quirinale, 21 – 00187 Rome**

providing substantiating documentation relating to the claim handled by PKC Associates LTD. In particular, the claim sent to IVASS must contain: the name, surname and address of the claimant, identification of the third party(ies) whose conduct resulted in the complaint, a brief description of the reason for the grievance and it must contain a copy of the claim submitted to the company and any reply therefrom. With regard to disputes relating to the quantification of damages and the apportionment of liability, it should be noted that they remain the exclusive competence of the Legal Authorities, in addition to the right to have recourse to conciliation services, where available. Claims regarding verification of compliance with the regulations of the sector, must be sent directly to IVASS. In the event that the legislation chosen by the Parties is other than Italian, any claims relating to the contract must be sent to the body of the country whose legislation has been selected, and IVASS shall facilitate communications between the competent authority and the Contractor. Claims relating to the quantification of insurance services, apportionment of liability and claims that have already been referred to the Legal Authorities do not come within the competence of IVASS. In any case, the claimant has the right to apply to the Legal Authority.

For any matter not otherwise regulated herein, the legal provisions shall apply. All disputes relating to this contract are subject to Italian law.

7. Changes to Information during the contract.

The Company undertakes immediately to notify the Insured and/or Contractor of any changes to the information contained in the Information Note, that have occurred also as a result of changes to the regulations subsequent to the conclusion of the contract.

8. Premium

a. Pursuant to art. 1901, subparagraph 1 of the Civil Code, the Insurance shall take effect from the date and time indicated within the policy, if the premium has been paid in advance of the start of the trip, and ends on the return to the insureds place of residence in Italy.

b. For the applicability of the cover, the date of the event shall apply.

c. If, at the time of a claim, the premium remains unpaid, the Company shall be deemed to be exempt from the provision of service where non-payment is attributable to the contractor.

9. Where there are more than one insurance policy(ies) covering the same event.

If several insurance policies co-exist for the same risk, the Insured and/or Contractor must notify each Insurer of the existence of other insurance policy(ies). In the event of a claim, the Insured and/or Contractor must notify all the Insurers and can ask each insurance company for the amount due as per the contract(s) considered independently, provided that the sums paid out overall do not exceed the amount of the damage. If the Insured and/or Contractor, as per art. 1910 of the Civil Code wilfully fails to provide the information, the Insurers are not bound to issue

settlement. If a loss covered by this policy is also covered by other

insurance, we will pay only the proportion of the loss that the Limit of Liability that applies under this policy bears to the total amount of insurance covering the loss.

10. Declarations of the Insured and/or Contractor regarding the circumstances of the risk. (example: taking out our insurance despite having pre-existing medical condition)

Any false or incomplete declarations on the circumstances of the risk provided at the time of conclusion of the contract, may have serious consequences for the Insured and/or Contractor. It should be noted that, under the terms of art. 1892 of the Civil Code, in the event of any false or incomplete declarations on the circumstances of the risk, the Company is not bound to provide the services under the terms of this Policy and, with regard to any services already carried out before the discovery of the false or incomplete declarations made by the Insured, the Company reserves the right to request reimbursement of the costs incurred.

11. Change of risk.

a. On the basis of art. 1898 of the Civil Code, the Insured and/or Contractor must immediately inform ERV by email to

essenzialeinfo@pkctravelinsurance.com, of any change that occurred after the date of issue of the Insurance Certificate and before the start date of the trip, which could give rise to a claim for compensation. Unknown changes of risk, not accepted by the Company may involve the total or partial loss of the right to compensation, as well as the cessation of the guarantees contained in the Policy.

b. "War Zone" clause: if the Insureds' destination is subject to sudden armed conflict, hostilities, war, civil war, rebellion, revolution, insurrection and riots, martial law, usurpation of power, even if occurred after the purchase of the policy by the contractor/Insured or if the Insured is already departed, Inter Partner Assistance S.A. must immediately be contacted. The Insured must organize evacuation from the Country within 10 days from the date of declaration of "war". Beyond this period the insurance policy will not be valid.

12. Claims Settlement

a. The Insured and/or Contractor must immediately contact the 24-hour Emergency Service in accordance with the procedures outlined in the individual sections of the Insurance Conditions of the Company to activate the necessary procedures and before taking any personal action;

b. The Insured and/or Contractor must communicate by telephone the type of request as well as their own personal details, fiscal code, address and telephone number of the persons insured and their contact details, Insurance Certificate number, date of issue and type of cover/premium option;

c. The Insured and/or Contractor must complete the Claims Form available on the web site www.assicurazionilowcost.it or else contact PKC Associates LTD within 31 days from his return to Italy. **The sending of the claims form does not constitute or represent acknowledgement – even implicit – by the Company of acceptance of the event.**

d. The Insured and/or Contractor must send by, and no later than, 31 days from his return to Italy, a written communication by registered letter to PKC Associates LTD, Corso D'Augusto 118, int. 6, 47921 Rimini together with the requisite documentation, if applicable. For claims relating to Personal Liability, the Insured and/or Contractor must send a written communication by registered letter with receipt notification by, and no later than, 3 days from when the insured and/or contractor had knowledge of the Circumstances that caused the event.

e. To enable the Company to correctly assess the claim/damage, reference should be made to the maximum sums indicated in the General and Special Policy Conditions.

f. With regard to the Company, the Insured releases from professional confidentiality said Company and the doctors who examined him before and after the Event;

g. Any costs incurred for the investigation and estimation of the claim are to be paid by the Insured;

h. The settlement of the claim shall be made in Italy with the payment of reimbursements in Euros. For costs incurred in countries that have not adopted the Euro, reimbursement shall be made at the official exchange rate on that day on which they were incurred.

13. Cooling-off period

We would advise you to verify that this Insurance provides the cover that you need. If this is not the case we would ask you to notify the Company via email at:

essenzialeinfo@pkctravelinsurance.com or fax at +39 0541 437071 within 14 days of the issue date (or before your departure date if this happens first). In order to render the cooling-off period valid, the date of the email, fax request or date of the post office stamp will be taken into consideration.

14. Language of the contract.

The Contract, and any attached document(s), shall be written in the Italian language, unless the parties agree that it be written in another language.

15. Tax regime.

The insurance tax applicable to the Contract shall be that specified in the law from time to time applicable.

C. GENERAL DEFINITIONS – GLOSSARY

The following words and expressions shall have the meaning defined below when they appear within the text of the General and Special Policy Conditions.

Geographical area: the area or Country which is the destination for which the Insured and/or Contractor has booked the trip and for which the appropriate premium has been paid and from which their return to Italy will be made within the period booked.

Insured: the subject or subjects indicated on the Insurance Certificate, with **residence** or domicile in Italy, whose interest(s) is/are protected by the Insurance, named as such on the Policy Certificate, who is/are suitable to be Insured as per art. 7 of the General Conditions and for whom the correct insurance premium has been paid.

Insurance: the Insurance contract.

Assistance: the service to the insured provided by the company which offers help to the insured. The service is provided by Inter Partner Assistance S.A..

Hazardous activities: any sports or activities whether manual or physical activities, involving the use of tools or machinery, the lifting of heavy objects or any activity at a height above 3.50 metres. Any activity where the risk of a serious accident is high.

24h Emergency Service: all the operators, doctors, technicians that the Company makes available to the insured 24 hours a day, 365 days a year, and who are in telephone contact with the Insured and/or Contractor, organise and provide Assistance services specified in the policy. The 24h Emergency Service for Italy is Inter Partner Assistance S.A. Rappresentanza Generale per l'Italia, Via Bernardino Alimena 111, 00173 Roma.

Travelling Companion(s): the person(s) insured and named on the Policy Certificate. **Contractor:** the natural or legal person who, on payment of a premium, signs the Insurance Contract.

Domicile: the place of residence, even if temporary, of the Insured conducting his own activity in Italy or who has their financial interests in Italy.

Excess Zero: by paying an additional premium, the excess quoted in the Schedule of Cover can be removed, where applicable.

Cover Extension: extension of the Insurance period of a valid contract that the Insured and/or Contractor can request from the Insurer after the start of the single trip only if, at the time of the request, there are no circumstances that could give rise to a claim

with said certificate. Please note: the extension must be requested and granted within the terms of validity of the cover for which said extension is being requested. The extension request must be sent by e-mail to essenzialeinfo@pkctravelinsurance.com from Monday through Friday from 9.00 to 18.00 CET Italian local time (GMT+1).

Abroad: any country other than that in which the insured person normally resides.

Event: the occurrence of causes giving rise to the situation(s) claimed for.

Family: the Insured and their family members as per the personal details on the family status certificate. For registration purposes, by Family is meant all persons bound by matrimony, co-habitation (if the subjects appear on the same certificate of residence), relation, affinity, adoption, guardianship.

Excess: the sum specified in the General and Special Policy Conditions deducted from the amount of the compensation as specifically calculated by the Company, following the accident and which remains payable by the Insured and/or Contractor.

Cover: cover or service – other than Assistance – offered by the Company in case of a claim, based on the terms of the Insurance, involving the reimbursement or compensation for damage.

IVASS: The Institute of Insurance Supervision. This is the Italian authority which governs the activities of insurance companies, insurance intermediaries (which are agents and brokers).

Italy: Republic of Italy with its islands, Republic of San Marino and the Vatican City State.

Pre-existing illness: illness that is the expression or direct consequence of chronic pathological conditions or which occurred prior to the start date of the cover and known to the Insured and/or Contractor.

Maximum sum: the maximum sum, laid down in the Policy Certificate or General and Special Policy Conditions Schedules of Cover, up to which sum the Company undertakes to provide the Guarantee or to provide the Assistance service.

Close Relatives: spouse, parents, parents-in-law, stepparents, legal guardians, grandparents, son/daughter (including adopted and fostered), stepchildren, grandchildren, brothers, sisters, brothers and sisters-in-law, sons-in-law, daughters-in-law.

Insurance period: the start and end date of the insurance cover as per the Policy Certificate, including any possible cover extensions.

Policy : the document governing and substantiating the Insurance.

Premium: the sum of money owed by the Insured and/or Contractor to the Company.

Services: exclusively for the Policy Assistance Sections – the assistance provided by the Emergency Service to the Insured in case of an Event arising.

Reasonable care: diligent behaviour which must be adopted by the Insured to protect their property as if they were not insured.

Residence: the place where the Insured usually lives as confirmed by the “Family Certificate” issued by the authorised office.

Admission to hospital: hospital confinement that implies an overnight stay.

Accident: the occurrence, due to a sudden and unforeseen event, of the damage for which the cover is provided.

Company: the Insurance Company, i.e. **Europäische Reiseversicherung AG** .

Validity: operational limits of the policy, which must be issued by the contractor in Italy before the beginning of the trip.

You/Your: “Insured” and/or “Contractor”.

Illness: any change in a person’s health or any bodily injury that is established by an approved medical authority during the policy period.

DUTY OF THE INSURED IN THE EVENT OF A MEDICAL EMERGENCY

The **Company** puts at the disposal of the insured a **24h Emergency Service** which can assist you in the event of an emergency during your trip. **24h Emergency Service** Inter Partner Assistance S.A. a multilingual emergency service 24 hours a day, 365 days a year. Immediate assistance will be given in the event of illness or accident.

The emergency contact is:

24h Emergency Service
Inter Partner Assistance S.A.
Rappresentanza Generale per l’Italia
Tel: +39 02 00 62 04 61

1) For trips to USA/CANADA/CARIBBEAN you must contact Inter Partner Assistance S.A.:

- Immediately before hospitalisation, admittance to ER/Casualty or for outpatient treatment in order to enable the emergency service to take charge of, or guarantee payment to the hospital abroad.
- In case of medical repatriation.

2) For all other destinations (Worldwide excluding USA/CANADA/CARIBBEAN) you must contact Inter Partner Assistance S.A.:

- Immediately before hospitalisation, admittance to ER/Casualty or for outpatient treatment should the estimated cost exceed € 300 in order to enable the emergency service to take charge of, or guarantee payment to the hospital abroad.
- Authorization from the 24h Emergency Service is **not** required where cost of treatment is under €300. Please keep all receipts for treatment and purchase of medicines.
- In case of medical repatriation.

WHAT TO DO IN CASE OF EMERGENCY

Before taking any action on your own initiative and in order to activate the 24 hour emergency services, the insured or the person acting on the behalf of the insured, must immediately contact the Emergency Service on +39 02 00 62 04 61, to report the type of assistance required, and provide the following information:

- **Name and surname, policy number, contact telephone number and type of illness or accident.**
- **Name and telephone number of the hospital and details of the attending doctor.**

NOTE TO ATTENDING DOCTOR

In the event of admission to an emergency room, inpatient treatment or serious medical condition the

**Emergency Service (+39 02 00 62 04 61) must be advised immediately giving full medical details.
Any omission to do so will seriously compromise any payment by the insurer.**

COVER AND PREMIUM CHOICE AND OTHER USEFUL INFORMATION

Individual Policy: valid for a single trip lasting a maximum of 365 days, the maximum insurable age is up to 65 years.

Family policy: Applies to family units comprising one or both parents (below 60 years of age) who are travelling with an unlimited number of children of 16 years of age or under.

Infants/Children Policy: Please note: children aged under 12 years must be accompanied by one **Insured** adult on the same Insurance Certificate.

If infants and children are travelling alone or are accompanied by an adult who is not the parent, the following rules shall apply:

a. for children up to 16 years, a discount of 50% shall apply;

b. for children aged 12 to 17 years of age, travelling alone, the parent or legal guardian must be the Contractor.

Excess zero: by paying an additional premium, the excesses quoted on the Schedule of Cover where applicable, are removed.

Dangerous sport activities: The **Insured** is required to check

in the General and Special Policy Conditions art. 5, letter m, the sports activities that are excluded from the insurance cover.

Health conditions: The Special Conditions in Section A – Medical Expenses (see art. 2) contain certain health conditions of travellers and/or other persons on whose wellbeing the trip may depend, whether or not they are insured on the same insurance policy, or even travelling with the Insured. Please check art. 5 and art. 7 of the General and Special Conditions.

Insurance Services/Premium Options: For detailed information on the insurance services, you are invited to read carefully the General and Special Policy Conditions relating to the premium option you have chosen for each specific section.

Contractual validity: the policy is valid if issued for a person domiciled or resident in **Italy**. The insurance cover is valid and effective for trips starting in **Italy** provided that the policy is issued before the start of the trip.

Areas and Countries at risk: for Geographical areas where, environmental, meteorological, social, terrorist insurrection or conflict activities are ongoing, it may not be possible to purchase an **Insurance** contract. To find out whether the policy can be issued, you are advised to consult the website of the Ministry of Foreign Affairs www.viaggiasesicuri.it and enter the Country to which you wish to travel. The **Company** does not cover Countries where the Ministry of Foreign Affairs advises against all but essential travel.

PRIVACY

Information issued to the interested party for the processing of personal, general and sensitive data for insurance purposes.

Under article 13 of Legislative Decree n° 196 of 30 June 2003 (hereinafter called "Law"), and in relation to the personal data to be processed, you are informed as follows:

1. The processing of your requested or obtained personal data is intended exclusively for the **Company** for its insurance and reinsurance activities and associated activities that the **Company** is authorised to undertake under current legislation.
2. Processing can also be carried out without the aid of electronic or automated equipment and will involve the operations indicated in article 4, subparagraph 1, letter b) of the Law or parts thereof.
3. The provision of personal data is optional, unless required by specific regulations, such as legislation on money laundering, Central Criminal Injuries Database, Motor Vehicle Registry.
4. Disclosure refusal may render it impossible to sign or implement the contract or to handle and settle any claim made.
5. For the purposes described in point 1, your personal data may be communicated to other subjects in the insurance sector such as, for example: insurers, co-insurers and re-insurers; agents, sub-agents, producers, brokers and other distribution channels; technical, consultant and legal experts, service companies appointed to handle and/or settle claims, promotional or telemarketing campaigns or implement said activities; associated bodies (ANIA) and insurance sector consortia; external databases; IVASS and Ministry of Productive Activities; CONSAP and UCI; external databases to which the communication of data is mandatory. In this case, the identity details of the other above-mentioned subjects and any licence holders can be obtained from the Public Records held by the "Guarantor for the protection of personal data" and from the above-mentioned subjects.
6. Personal data cannot be disclosed.
7. Personal data may be transferred outside the national territory for the purposes described in point 1.
8. Article 7 of the Law grants specific rights to the interested party, including those of obtaining from the holders confirmation of whether or not personal data concerning them exists and its communication in intelligible form; obtaining knowledge of the origin of the data and the logic and purpose of the processing; obtaining the deletion, conversion to anonymous form or blocking of data processed in violation of the law, as well as the update, correction or, if necessary, addition of data; oppose the processing for legitimate reasons.
9. The processing licence holder is the **Company**.

VIAGGI SICURI SCHEDULE OF COVER Maximum payable per person insured

Cover	Individual	Family	Excess
Section A - Medical Expenses (abroad)	€ 1 Million	€ 1 Million	€ 80
Section B - Assistance in emergency medical situations :	Included	Included	
a) Repatriation for medical reasons	Unlimited	Unlimited	N/A

b) Search, rescue & recovery	€ 5.000	€ 5.000	N/A
Sezione C – Third Party Liability	€ 250.000	€ 250.000	€ 500
Optional cover: Zero Excess			
Premium for Zero Excess € 11,00	Available	Available	

Policy Terms and Conditions of Europäische Reiseversicherung AG /Essenziale Policy PLC17A

The following Terms and Conditions from art. 1 to art. 14 apply to all the Sections of the Essenziale Policy offered by the **Company**.

GENERAL AND SPECIAL CONDITIONS

Art. 1 Persons insured

Insured subjects are the people who are named in the **Insurance** certificate, or those who are part of the group of people described in said insurance document.

Art. 2 Trip

a. The **Insurance** is granted for the specific Trip indicated in the Policy Certificate.

b. Business travel is guaranteed **with exclusion of the cover for all manual or dangerous activities carried out during the trip.**

Art. 3 Start date and duration of the contract

The **Insurance** policy:

a. must be issued for the entire duration of the trip and before departure;

b. starts on the date and at the time stated on the policy certificate;

c. ends on the return to the **domicile** or **residence in Italy** and on the day stated in the policy certificate, and in any case no longer than the end date of the trip covered by the **Insurance**.

Art. 4 Premium

a. Pursuant to art. 1901, subparagraph 1 of the Civil Code, the **Insurance** shall take effect from the date and time indicated in the policy, if the premium has been paid, otherwise it shall take effect from the date and time of said payment, but in any case prior to the date of departure from **Italy**.

b. For the applicability of cover, the date of the **Event** shall apply.

c. If, at the time of a claim, the premium is as yet unpaid, the **Company** shall be deemed to be exempt from the provision of service where non-payment is attributable to the contractor.

d. the policy is not valid if purchased during the trip, after departure from **Italy**.

e. an extension of cover can be issued by sending an e-mail to **essenzialeinfo@pkctravelinsurance.com**, before the expiry date shown in the **Insurance** certificate.

Art. 5 Exclusions

The **Company** is not required to provide services or pay compensation for any claims caused or dependent on:

a. pre-existing illnesses, i.e. illness that is the expression or direct consequence of chronic pathological conditions or which occurred prior to the start date of cover and known to the **Insured and/or Contractor**;

b. onset of acute illness prior to departure and trips undertaken against medical advice;

c. Travel undertaken for the sole purpose of undergoing medical treatment/surgery abroad, foreseeable or programmed medical examinations;

d. terminal illness diagnosed before the issuing of the insurance policy;

e. mental illness, psychiatric disorders in general and nervous disorders, as well as Acquired Immune Deficiency Syndrome (AIDS);

f. intoxication, illnesses and accidents consequent to and arising from the abuse of alcoholic drinks and psychotropic drugs, as well as the non-therapeutic use of hallucinogens and narcotics;

g. birth, premature birth and post-natal care. Illnesses caused by pregnancy after week 26 of gestation;

h. elimination or correction of physical defects or malformations pre-existing at the time of issuing the policy;

i. organ explantation and/or transplantation;

j. any person who in the 12 months prior to the issue of the policy has been admitted to hospital or clinic;

k. any person receiving or on the waiting list to receive treatment in hospital or clinic;

l. infectious diseases where **Assistance** intervention is prevented by national or international regulations;

m. accidents deriving from winter sports and dangerous sports activities: mountain climbing with rock climbing or access to glaciers; climbing indoor/outdoor, trekking (above 4.000 metres); ski-jumping or water skiing; jet ski, quad biking; riding and use of bobsleds and bobsleighs, all aerial activities with the sole exception of flying as a paying passenger on an authorised aircraft, hang-gliding, motor racing and competitions, rallying, motorcycle rally and motorboat racing, including associated training and trials, diving without safety equipment, speleology, boxing, canyoning, canoeing/kayaking above grade 2, rafting above grade 4, horse riding, hunting and shooting, hockey, American football, rugby, bungee jumping, skiing, snowboarding, weight-lifting and wrestling in its various forms, daredevil acts, and any accidents suffered as a consequence of professional sports activities;

n. non-touristic safari tours and/or safaris involving firearms;

o. wilful or gross negligence of the **Insured**, suicide or attempted;

p. war (including civil, whether or not declared), strikes, revolutions, riots or popular movements, pillage, acts of terrorism, sabotage and vandalism, hijacking;

q. missions/trips that include transport and/or supply of weapons, vehicles, materials, instrumentations, equipment or any goods having addressed participants in military operations of any nature and purpose;

r. hunting practice; possession of weapons and ammunition, even if provided with appropriate licenses and authorizations;

s. **Events** arising from atomic nucleus transmutation, ionizing radiation or radioactive contamination or contamination from chemical- biological or biological pollution of air, water, soil, subsoil, or any other environmental damage;

- t. pandemic, if defined as such by the World Health Organization (WHO);
- u. loss, destruction or damage caused directly by shockwaves caused by an aircraft and other aerial devices travelling at sonic or supersonic speed.
- v. any damage caused by natural events, catastrophes, volcanic eruptions, earthquakes, floods, tsunamis.
- w. any request for compensation if the insurance cover is issued when the trip has already started and/or during the trip to which the cover relates, except in case of extension of the cover granted in good faith;
- x. claims which occur in areas or countries considered at risk;
- y. claims not reported directly and in writing to essenzialesinistri@pkctravelinsurance.com by the deadlines stated in the individual sections of the Special Conditions.
- z. cost of telephone calls that the **Insured** makes to **the Emergency Service**.

Art. 6 Limits and legal effects relating to all services

- a. If the **Insured** does not make use of one or more of the services and/or guarantees, the **Company** is not required to provide payment or alternative services of any kind in compensation.
- b. The **Company** assumes no liability for damage arising from a delay or failure to intervene due to instructions issued by the competent National or Foreign Authorities, chance circumstances or force majeure or unexpected or incomplete information given by the **Insured and/or Contractor**.
- c. The **Company** declines any liability for delays or failures that may arise during the execution of services, if due to force majeure.
- d. Transfers arranged by the **Company** via **the Emergency Service** are made using the most appropriate means of transport in relation to the journey to be undertaken and the health conditions of the **Insured**.
- e. Clause Sanctions and Embargo: this **Insurance** and related sections of cover, including the fulfillment of claims settling or payment of any benefit or service is guaranteed only if not in contradiction with economic, trade and financial sanctions or embargoes in act by the European Union, the Italian Government or from any other international body recognized by the Italian Government, even if that may apply to the Contractor and to **Insured** of this policy.

Art. 7 Uninsurable persons

- a. Regardless of the specific assessment of the state of health, persons suffering from AIDS, alcoholism, drug dependence, or one of the following mental disorders are not insurable: organic cerebral syndromes, schizophrenic disorders, paranoid disorder, manic depressive forms. If one or more of the above-mentioned illnesses or conditions arises during the contract, the provisions of art. 1898 of the Civil Code shall apply.
- b. Persons not domiciled or resident in **Italy** cannot be insured;
- c. Persons aged 66 years cannot be insured. However, for those who reach this age during the contract, the **Insurance** shall remain valid until the expiry of the policy, as specified in art. 3 of the General Conditions.

Art. 8 Reporting a claim and subsequent obligations of the Insured

When a claim arises, the **Insured and/or Contractor** must notify the **24h Emergency Service** by telephone and in writing in accordance with the procedures laid down in the individual Sections of this policy (paragraph : "**Obligations of the Insured and/or Contractor in case of claims arising**"). In addition, he must make every effort to avoid or diminish the damage, under the terms of art. 1914, subparagraph 1, of the Civil Code. The **Insured and/or Contractor** acknowledges the right of the **Company**, to request, in order to facilitate settlement of the claim, further documentation than that indicated in the relevant Section of the Terms and Conditions, thereby undertaking to send it promptly. Vis-à-vis the **Company**, the **Insured and/or Contractor** exempts from professional secrecy the doctors who examine them before and after the accident.

Failure to comply with any one of the preceding obligations may result in the total or partial loss of the right to compensation, pursuant to article 1915 of the Civil Code.

Art. 9. Right of recourse

Pursuant to art. 1916 of the Civil Code, the **Company** is entitled to the right of subrogation towards liable third parties.

Art. 10. Statements about the circumstances of risk

Inaccurate or incomplete statements by the **Insured and/or Contractor**, relating to the circumstances affecting the risk assessment, may involve total or partial loss of the right to **Assistance** or to compensation, where applicable, as well as the cessation of the **Insurance** pursuant to articles 1892, 1893 and 1894 of the Civil Code.

Art. 11 Statute of Limitations

The rights, pursuant to art. 2952 of the Civil Code, deriving from the **Insurance** contract (1882 and subs.) are limited to two years from the day of the event on which is based the right to **Assistance** and/or compensation. In personal liability **Insurance**, the period runs from the day on which the injured third party has requested the Insured and/or Contractor for compensation or has taken legal action against the latter.

Art. 12 Changes to the Insurance, special clauses or agreements - method of communication by the Insured and/or Contractor

Any changes to the **Insurance** must be confirmed in writing. All communications that the **Insured and/or Contractor** must undertake, in order for them to be valid, must be signed and sent to the **Company** and formally accepted by the latter.

Art. 13 Other insurances

The **Insured and/or Contractor** must notify the **Company** in writing of the existence of any other insurance policies covering the same risk and in case of a claim, inform all the Insurers communicating to each the name of the others, as laid down in art. 1910 of the Civil Code. If the insured and/or contractor wilfully omits to give the requisite notification, the insurers are not bound to pay compensation. If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the Limit of Liability that applies under this policy bears to the total amount of insurance covering the loss.

Art. 14 Applicable law and reference to legislative regulations

This **Insurance** is governed by Italian law. For any matter not otherwise regulated herein, the legal provisions shall apply. All disputes relating to this contract are subject to Italian law.

SECTION A – MEDICAL EXPENSES

Special conditions

Cover is provided for the amounts indicated in the Schedule of Cover and if the relevant premium has been paid. This section covers You for essential emergency medical treatment if You fall ill or are injured abroad. This insurance policy is not a private health insurance scheme.

ANY COST WITHIN THIS SECTION MUST FIRST BE AUTHORISED BY INTER PARTNER ASSISTANCE S.A. WHICH OPERATE 24 HOURS A DAY, 365 DAYS PER YEAR. IN CASE OF A CLAIM ARISING, AND BEFORE ANY PERSONAL INTERVENTION, THE INSURED MUST IMMEDIATELY CONTACT THE EMERGENCY SERVICE ON +39 02 00 62 02 04 61. CONTACTING THE EMERGENCY SERVICE BEFORE ADMISSION TO ACCIDENT AND EMERGENCY OR HOSPITAL WILL ENABLE THE ACTIVATION OF THE NECESSARY CARE PROCEDURES AND/OR GUARANTEE OF PAYMENT TO THE HOSPITAL ABROAD.

1. What is covered

In case of acute and unforeseeable illness or accident sustained by the **Insured** outside **Italy**, the **Company** will pay, up to the sum stated in the Schedule of Cover, expenses listed below which have been authorised and approved by the **Emergency Service** for necessary treatment that cannot be postponed:

- a. ambulance;
- b. **admission to hospital** or clinic, including surgery;
- c. outpatient treatment (outpatient medical examinations, diagnostic procedures and laboratory tests), provided they are relevant to the illness or accident reported;
- d. drugs prescribed by the treating physician in loco, provided they are relevant to the illness or accident reported;
- e. urgent dental treatment for the sole purpose of inducing an immediate analgesic effect, up to a maximum of € 400.

2. Exclusions

The **Insurance** does not cover:

- a. treatments that are the sole purpose of the trip;
- b. medical expenses incurred by the **Insured in Italy**;
- c. medical expenses incurred after the return from the trip to one's own country of residence;
- d. expenses considered non-routine, reasonable or normal for medical services and/or their provision;
- e. expenses for ongoing or non-essential therapies and other costs, or treatments that could reasonably be postponed until the return of the **Insured to Italy**;
- f. plastic surgery;
- g. heart surgery operations, unless previously authorised by the **Company**;
- h. the cost of a private room;
- i. the supply of artificial limbs, wheel chair, dental prosthesis, hearing aids, sight prostheses and aids;
- j. medical expenses following accidents that occurred either while driving or as a passenger on a moped, scooter or motorbike which has an engine size over 125 cc.;
- k. medical expenses incurred because the **Insured** engages in **Hazardous Activities**;
- l. treatment for tropical diseases if the **Insured** has not taken the recommended or compulsory prophylactic measures;
- m. pregnancy or other pathological conditions consequent thereto, beyond week 26 of gestation, and post-natal care.
- n. birth or premature birth;
- o. requests for compensation deriving directly or indirectly from recourse to artificial fertilisation techniques (IVF) or any type of fertility treatment;
- p. treatment prescribed by a doctor, known to the **Insured** from the time of departure, to be taken during the trip;
- q. health costs relating to accidents or diseases caused by mental illness or loss of consciousness, if due to the consumption of alcohol, drugs, sedatives, sleeping pills or other substances, psychoanalysis, psychotherapeutic or hypnotherapy;
- r. acupuncture, mud baths, massages, services of a chiropractor, chiropodist, osteopath, physiotherapy or costs of a non-medical nature;
- s. over the counter medicines or self-medication;
- t. any expense where the **Insured** has not advised the Emergency Service of **admission to hospital** (including Day Hospital admission) or treatment in an Emergency Room;
- u. unauthorized costs incurred after the **Insured** has already been declared able to travel from the medical point of view (Fit to fly) in agreement with the doctors who treated him and the doctors of **the Emergency Service**.
- v. infectious diseases where transportation of the **Insured** implies violation of national or international regulations;
- w. all cases where the **Insured** or his family members voluntarily sign the discharge form against medical advice of the hospital practitioners to which the **Insured** is admitted.
- x. unless otherwise specified in this Section, reference should be made to the other exclusions in the General and Special Conditions, art. 5.

3. Obligations of the Insured in case of a claim

arising 3.1 The **Insured**, or person acting for them, must:

a) For trips to **USA/CANADA/CARIBBEAN** you must contact **Inter Partner Assistance S.A.:**

- Immediately before hospitalisation, admittance to ER/Casualty or for outpatient treatment in order to enable the emergency service to take charge of, or guarantee payment to the hospital abroad.
- In case of medical repatriation.

b) **For all other destinations** (Worldwide excluding USA/CANADA/CARIBBEAN) you must contact **Inter Partner Assistance S.A.:**

- Immediately before hospitalisation, admittance to ER/Casualty or for outpatient treatment should the estimated cost exceed € 300 in order to enable the emergency service to take charge of, or guarantee payment to the hospital abroad.
- Authorization from the 24h Emergency Service is **not** required where cost of treatment is under €300. Please keep all receipts for

treatment and purchase of medicines.

- In case of medical repatriation.

If the **Emergency Service** is not previously contacted, the medical expenses cover may not be guaranteed, except in cases where this is proven to be impossible for serious health reasons (e.g. coma).

3.2 The **Insured** must provide the **Emergency Service** with information about the ongoing problem, name and telephone number of the hospital/doctor currently providing treatment, and their regular or family physician in **Italy**.

3.3 The **Insured** must send the certified copy of the medical record, as well as the originals of invoices, billing notices, receipts;

3.4 Failure to comply with any one of the preceding obligations may result in the total or partial loss of the right to compensation, pursuant to article 1915 of the Civil Code.

3.5 In Countries of the European Union, the **Insured** undertakes to use the EHC (European Health Insurance Card). This must be shown to the health care centre where the patient is admitted.

4. Excess

a. From the compensation payable for medical expenses incurred for each **Event** an **Excess** of €80 per person and per event will be deducted, which shall remain for the account of the **Insured and/or Contractor**.

b. If the **Insured** is travelling within the EU, **Excess** will not be applied should there be a reduction on medical treatment costs, due to exhibiting the EHC card.

c. The **Excess** will not be applied if the optional additional **Excess Zero** has been purchased.

SECTION B – ASSISTANCE IN EMERGENCY MEDICAL

SITUATIONS Special conditions

Cover is provided for the amounts indicated in the Schedule of Cover and if the relevant premium has been paid. This insurance policy is not a private health insurance scheme.

1. What is covered

The **Company** provides **Assistance** 24 hours a day via the **Emergency Service** in the following cases:

a. Hospitalization: Inter Partner Assistance S.A. reserve the right to transfer the **Insured** from the medical facility where he is hospitalized to another specialized medical facility (not necessarily in the country in which the **Insured** was travelling) and decide at its sole discretion the most suitable means of transport, considering the location of the **Insured** and his health conditions. Depending on the medical needs and the circumstances, the **Insured** will be transferred by car, train, taxi, helicopter, ambulance, air ambulance, scheduled or chartered flight, possibly with other passengers (for example on scheduled or chartered flights) and using economy class. The **Emergency Service** will bear the cost of the transfer.

b. Repatriation: in accordance with the specific applicable conditions and in consideration of the state of health of the **Insured** and degree of need, subject to the agreement of the doctors, the **Emergency Service** will arrange repatriation of the **Insured** to the place of residence or the nearest suitable treatment centre. The **Emergency Service**, at its sole discretion, will identify the most suitable means of transport and bear the cost of the return.

c. Extension of stay: if it is not possible to transport the **Insured** due to an accident or a serious illness that occurred during the trip, and it is not possible to continue the trip as planned, the **Company** will pay the **Insured** the additional cost of the stay. The reimbursement of the afore-mentioned expenses will be based on the standard (type, class) of the original booking. If you are unable to return on your scheduled Return Journey, due to medical reasons, the policy will automatically extend free of charge, until the date of return to Italy which has been agreed with the **Emergency Service** (subject to the specific conditions and requirements of Section A and Section B).

d. Travel of a family member: the expenses incurred by a **Close Relative** or **Travelling Companion** who, at the request of the doctor and authorised by **the Company**, will assist or accompany you to your **Domicile**. The **Company** will pay the family member a return economy class ticket to join the **Insured**. The accommodation costs of the family member will be reimbursed up to a maximum of €1,000.

e. Repatriation with an attending doctor: the expenses for a qualified attending doctor at the request of the treating doctor and authorised by **the Company** to accompany you to your **Domicile**.

f. Repatriation of remains: if the **Insured** dies during the trip, the **Emergency Service** at the request of the next of kin, will organise the repatriation of the remains to **Italy** and will bear the necessary costs. Expenses relating to the funeral are excluded from cover. Transport is undertaken in accordance with international laws. If burial takes place abroad, in the country where death occurred, the maximum sum covered shall be **€2,600**.

g. Search, rescue and recovery: in case of search, rescue or recovery operations of the **Insured** following an accident, the **Company** will bear the costs thereof up to a **maximum sum of €5,000**.

h. Guarantee for the payment of hospital costs: the **Emergency Service** can, if necessary, guarantee to the hospital or clinic, payment of medical costs up to the amount stated in the Schedule of Cover.

2. Exclusions

2.1. The **Company** is not bound to pay compensation:

a. for any expenses incurred abroad if the **Insured** refuses to be repatriated once he has been declared able to travel from a medical perspective (Fit to fly).

b. in substitution of the **Assistance** cover due, because of actions attributable to the **Insured** or as a result of force majeure or for the reasons described in art. 2.2 below.

2.2 The **Company** cannot be held liable for:

a. any additional cost or **admission to hospital** not specifically authorised by **the Company** or by the **Emergency Service** operating 24 hours a day;

b. delays or impediments in the execution of the agreed services due to force majeure or to provisions of the local Authorities;

c. errors, mistakes or any other type of inaccuracy occurring during the execution of agreed services and that have compromised the use thereof in whole or in part if this is due to inaccurate communications received from the **Insured**;

d. failure to contact the **Emergency Service** or, in any case, initiatives adopted by the **Insured** without the prior authorisation of

the **Emergency Service**;

The following are also excluded from the Insurance:

- e. infectious diseases, where transport implies the violation of national or international health regulations;
- f. repatriation if the disability or injuries which, in the judgement of the doctors of the **Emergency Service**, can be treated in situ or that do not prevent the **Insured** from continuing the trip;
- g. all cases where the **Insured** or his family members voluntarily sign the discharge form against medical advice of the hospital to which the **Insured** is admitted;
- h. unless otherwise specified in this Section, please refer to the other exclusions in the General Conditions, art. 5.

3. Obligations of the Insured in case of a claim arising

- a. Before taking any action on **your** own behalf, **you** must immediately contact the **Emergency Service**, indicate the type of **Assistance** required, as well as **your** personal details, address and telephone number of where **you** are calling from, to enable the **Emergency Service** to call back immediately, and **you** must comply with the instructions **you** are given.
- b. Failure to comply with any one of the preceding obligations may involve the total or partial loss of the right to **Assistance** services, pursuant to article 1915 of the Civil Code.

SECTION C – PERSONAL LIABILITY

Special conditions

Cover is provided for the amounts indicated in the Schedule of Cover and if the relevant premium has been paid.

1. What is covered

The **Insured** will be compensated for all the sums payable for which they have personal liability for events that occurred during the **Insurance Period** which caused:

- 1.1 Physical injuries or death of any person who is not a member of **the Insureds Family, Travelling Companions** or persons employed by the **Insured**.
- 1.2 Damage to property:
 - a. not belonging to the **Insured**, or
 - b. in the charge of or under the control of **You** or a member of **Your** household or of a person in **Your** service 1.3

The above-mentioned cover are provided up to the maximum sum indicated in the Schedule of Cover.

2 Limitation on travel to the USA and Canada

For accidents occurring in the USA and Canada, **Cover** is provided within the limit of 80% of the maximum sum of the policy and with the exclusion in any case of punitive or exemplary damages.

3. Management of Disputes – Costs of Opposition

- 3.1 The Company assumes – should the specific need arise – on behalf of the Insured, the legal and out-of-court management of civil, criminal and administrative disputes and has the right to appoint its own legal or technical experts and to make use of all rights and actions to which the Insured is entitled.
- 3.2 The Insured is obliged to cooperate and to enable the afore-mentioned disputes to be managed in the most effective way, appearing in person when called upon to do so. To this end the Insured undertakes, when the accident is reported or after the claim is made, to notify the Company of whether or not there were any witnesses to the facts.
- 3.3 The Company is entitled to claim for damages against the Insured for the non-fulfillment of these obligations.
- 3.4 The Company shall bear all costs sustained in challenging any action filed against the Insured up to a quarter of the maximum amount insured for each accident. Where the sum owed to the injured party exceeds the policy maximum, the costs shall be split between the Company and the Insured in proportion to their respective interests.
- 3.5 The Company does not reimburse costs sustained by the Insured for legal or technical experts not appointed by it.

4. Third party exclusion from the dispute:

The following are not deemed Third parties and may not therefore be compensated:

- 4.1 Family members of any kind or degree,
- 4.2 Persons insured with the same **Travelling Companion** Certificate,
- 4.3 The legal representative or guardian of the Insured,
- 4.4 The business partner or co-owner of a business, persons employed by the **Insured** or who have business relations with him/her,
- 4.5 Any family member or cohabitant of the legal representative of the Insured, business partner or co-owner of a business, member of staff, anyone belonging to the same group of tourists, association or club of any kind whatsoever.

5. Exclusions

Cover does not include damage deriving from:

- a. contractual liability as the **Insurance** is limited to extra-contractual liability due to an illegal act;
- b. the exercise by the **Insured** of a professional or working activity, whether private or public, the undertaking of positions, including honorary, the engagement in and/or organization of **Hazardous Activities** or unusual activities;
- c. acts voluntarily made by the **Insured**;
- d. events that are not documented by specific complaint to the Competent Authorities;
- e. transmission of a disease by the **Insured**;
- f. ownership, possession or use of animals;
- g. possession or use of firearms, or arms of any type;
- h. the use or occupation of land and buildings owned or related to the **Insured**;
- i. owning, using or driving a motor and non-motor vehicle. Please note: if the **Insured** hire a car or motor vehicle whilst abroad, **he/she** must obtain appropriate insurance cover through the hire company, as this not covered under this **Policy**;
- j. owning, using or driving a motor boat, boats without a motor which are longer than 6.5 meters or aircraft;
- k. hunting, boxing, wrestling in its various forms, surfing, windsurfing, kite surfing, cycling and sailing;
- l. participation in any type of race or competition, including training and preparation;

- m.** loss, theft or damage to the property of third parties that are in the hands or in the safekeeping of the **Insured**;
- n.** any **Event** where the **Insured** admits liability without first having received the consent of the **Company**;
- o.** unless otherwise specified, reference should be made to the exclusions in the General Conditions, art. 5.

Cover also excludes:

- p.** Fines or penalties related to the event reported;
- q.** Legal costs sustained by the Insured in his/her defense that haven't been authorized by the **Company**.
- r.** Damages caused to persons other than Third Parties.

6. Excess

- a.** an **Excess** is applied to each claim, in the amount of € 500, payable by the insured.
- b.** the **Excess** will not be applied if the optional cover has been purchased (**Excess Waiver**) at the time of purchase of the policy.

7. Obligations of the Insured in case of a claim arising

- a.** in case of accident, the **Insured** must contact PKC Associates Ltd on +39 0541 51171 or email at sinistri@pkctravelinsurance.com within **3 days** from when the accident occurred or when it came to their attention.
- b.** The **Insured** must take follow-up action as soon as possible by sending further details and information on the facts on how the damaging event occurred which came to his attention, as well as the documents, in particular the compensation applications of the third party, and all legal acts (citations, payment injunctions, etc.) relating to the accident which subsequently come into his possession.
- c.** If the **Insured** omits or willfully or fraudulently delays the submission of the damage report and the sending of the subsequent documentation, the **Company** has the right to refuse or reduce payment of the damage in relation to the prejudice incurred, pursuant to art. 1915 of the Civil Code.

8. Limitation

Art. 11 of the General Conditions shall apply.

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