

Your insurance policy

This insurance contract is with the Sub-Office and General Agent for Italy of Europäische Reiseversicherung AG.

Europäische Reiseversicherung AG



Summary table of the services included

Summary of the Insurance Package		
COVERS	MAXIMUM AMOUNTS	EXCESS/LIMITS
Cancellation - Trip	Base: € 1.000 per file Plus: € 3.000 per file Premium: € 5.000 per file	0% in the event of death or admission to hospital of more than 1 day, 15% all other cases, with a minimum of € 50
Curtailement	Base: € 1.000 per file Plus: € 3.000 per file Premium: € 5.000 per file	0% in the event of death or admission to hospital of more than 1 day, 15% all other cases, with a minimum of € 50
Reimbursement of medical expenses	€ 1,000	€ 50
Assistance while travelling	Specific to each service	NO

Age limit:

The covers of the policy are available for people under 90 years of age.

Regional validity:

The covers of the policy are valid for the chosen destination indicated in the travel document.

Maximum duration of the policy

The cover has a maximum duration that coincides with the dates indicated in the travel document. In any case, the trip can have a maximum duration of 60 days from the starting date of each trip.

IMPORTANT REFERENCES

<p>Emergency and Assistance while Travelling Operational Centre 24/24 – 365/year + 39 02 30300005 (option 1)</p>	<p>Reporting Claims & Reimbursement Requests Claim Call Centre Mon.-Thurs. 9.30 am-12.30 pm/2.30-5.30 pm; Fri. 9.30 am-12.30 pm + 39 02 00620261 (option 2) claims@erv-italia.it; PEC: erv-italia@legalmail.it</p>
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In the event of an Emergency and Assistance while Travelling, the Operational Centre must be contacted to activate the necessary procedures if there is an incident and before taking any personal initiative.

Read the Information carefully before signing.

Europäische Reiseversicherung AG – General Agent for Italy

Registered and operational office: Via G. Washington 70, 20146 Milan (Italy)

Tax code, VAT No. and enrolment in the Milan Business Register No. 05856020960 - REA 1854153.

Professional Register of Insurance and Reinsurance Companies set up at IVASS No. I.00071. Company authorised to operate insurance in Italy in right of establishment pursuant to Art. 23, Legislative Decree 209 of 7/9/2005 (IVASS notification 5832 dated 27/9/2007).

Information Leaflet

This Information Leaflet is intended to supply all the preliminary information necessary to the Insured so that s/he is able to subscribe to the insurance contract with full knowledge of the facts and soundness of judgement. The Information Leaflet has been prepared pursuant to Art. 185 of Legislative Decree 209 of 7 September 2005 and IVASS Regulation No. 35 of 26 May 2010.

This Information Leaflet has been drafted in accordance with the format prepared by IVASS but its content is not subject to prior approval by IVASS. It illustrates the basic features of the insurance product and does not replace the Policy Conditions which the Insured must read before signing the contract.

INFORMATION ON THE INSURANCE COMPANY

1. ERV

- Company name: Europäische Reiseversicherung AG (hereinafter 'ERV' or 'the Company').
- Registered office: Rosenheimer Strasse 116, 81669 Munich, Germany
- Control authority: Europäische Reiseversicherung AG is subject to control by the German authority BaFin.

2. Financial position at 31/12/2014

- ERV Solvency Index, calculated based on the regulatory requirements applied by the German control authority BaFin, is € 75.2 million, 150% of the minimum solvency margin of € 50 million.
- ERV holds its own funds to cover the technical reserves and other liabilities, as defined by German supervisory regulations, an overall € 179.4 million with an excess of € 27.2 million compared to the minimum required.

3. General Agent for Italy

Branch Office in Italy: General Agent for Italy (hereinafter 'ERV' or 'the Company'), Via G. Washington 70, 20146 Milan; Tel.: +39 02 76416652; website: www.erv-italia.it, E-mail: info@erv-italia.it

Entry in the Register of Businesses, Milan, Tax code and VAT No. 05856020960; REA 1854153. Authorisation to operate in insurance in Italy by right of establishment pursuant to Art. 23 of Legislative Decree 209 of 7/9/2005 (IVASS Notification 5832 dated 27/9/2007), and entry in the Register of Companies set up at IVASS at No. I.00071.

INFORMATION ON THE CONTRACT

1. Method of completing the contract – Time for signature

The insurance cover is effective from the time the Insured signs the Contract, which must occur at the same time as the booking or purchase of the tourist service. The Insured must duly read the Policy Conditions.

2. Persons who can be insured

The following persons can be insured:

- residents in the European Union or EEA;
- having legal capacity at the time of signature of the policy;
- less than 90 years of age (the guarantee maintains its validity for people reaching that age during the contract).

3. Persons who cannot be insured

Irrespective of the real assessment of the state of health, persons affected by AIDS, alcoholism, drug addiction or one of the following mental illnesses: organic brain syndromes, schizophrenic disorders, paranoid disorders and manic-depressive forms cannot be insured.

If one or more of the above illnesses or disorders arises during the contract, the provisions of Art. 1898 of the Italian Civil Code apply;

Persons not domiciled or resident in the EEA cannot be insured.

4. Operation and Effective Date

The services and covers are effective and valid:

- for all the covers (except Cancellation); from the time and day indicated in the travel

document; with extension beyond the date of expiry up to a maximum of 5 days if the date of return is delayed for reasons not depending on the Insured.

- For the Cancellation guarantee: from the time of signature of the insurance contract up to the use of the first contractually agreed service.

- If the insurance premium has been paid. ERV declines all responsibility for delays or impediments that may arise during the performance of the services if due to *force majeure*.

5. Validity

The insurance is valid for the chosen destination and duration indicated in the travel document, up to a maximum of 60 days.

6. Insurance covers offered

See the General Policy Conditions described below for the applicability of the covers according to the type of product chosen by the Insured and indicated in the Policy Certificate.

7. Reporting incidents, Request for Assistance and Duties of the Insured, Management of the Emergency, Request for Assistance

The Insured, or the person acting on his/her behalf, must **contact the ERV Operational Centre as soon as possible and preferably before undertaking personal initiatives**, for every request for assistance while travelling in order to notify the type of request and allow any acceptance of payments.

In the event of unjustified failure to comply by the Insured, ERV reserves the right to reimburse, if due, up to an amount equivalent to the expenses that the Operational Centre would have borne if it had been notified in time to accept the direct management and negotiation of the case.

Operational Centre references: Inter Partner Assistance S.A. General Agent for Italy (on behalf of); Via Bernardino Alimena 111, 00173 Rome, Italy; Tel: +39 02 30300005 (option 1).

If an incident is reported and reimbursement is requested

For every request for reimbursement, the Insured, or the person acting on his/her behalf, must:

- contact the ERV Claims Office;
- complete the report form in full and send the documentation indicated to the Claims Office according to the type of cover involved, in a written request to ERV, Ufficio Sinistri (Claims Office), Via G. Washington 70, 20146 Milan, Italy, by registered letter with advice of receipt or certified e-mail within 20 days of the occurrence of the event or 7 days of return to the country of residence.

Similarly, the Insured must:

- Enclose all the original documentation requested;
- Ensure ERV the right to ask for additional documentation, hereby undertaking its prompt despatch;
- Release the doctors who have checked him/her before and after the incident from medical privilege with ERV.

Further:

- Any expenses for searches and the estimation of damage are the responsibility of the Insured.
- See the Policy Conditions for the estimate of the reimbursement, made in Italy and in Euros.

References ERV Claims Office: Via G. Washington 70, 20146 Milan; Tel: +39 02 00620261 (option 2) Fax: +39 02 76416862; E-mail: claims@erv-italia.it, PEC erv-italia@legalmail.it. The Claims Office is open to the public as follows: Mon.-Thurs. 9.30 am-12.30 pm/2.30-5.30 pm, Fri. 9.30 am-12.30 pm.

8. Complaints on the contract

Complaints concerning the management of the contract, specifically concerning the attribution of liability, the effectiveness of the service, quantification and distribution of the sums due

to those entitled must be referred directly in writing to ERV: Ufficio Reclami (Complaints Office), Europäische Reiseversicherung AG Branch Office in Italy, Via G. Washington 70, 20146 Milan, E-mail: reclami@erv-italia.it, PEC erv-italia@legalmail.it, Fax +39 02 76416862. If the applicant is not satisfied by the outcome of the complaint or no acknowledgement is received within the maximum term of 45 days, s/he can refer to: IVASS, Servizio Tutela degli utenti (User Protection Service), Via del Quirinale 21, 00187 Rome, Telephone +39 06 421331, enclosing the documentation relating to the complaint dealt with by the company with the complaint. For greater details on the procedures, see www.erv.it, *Contacts section*.

In relation to disputes on the quantification of damages and the attribution of liability, please remember that there is the exclusive competence of the legal authority in addition to the right to conciliation systems where they exist.

9. Right to cancel

The Insured can exercise his/her right to cancel the insurance cover by notifying the Company within 10 days of the date of issue of the policy and/or payment of the premium and, in any case, not after the effective date of the policy. ERV shall reimburse the premium net of the insurance taxes and in *pro rata temporis* in relation to the risk sustained.

Privacy

Information given to the interested party for the insurance processing of general and sensitive personal data. Pursuant to Article 13 of Legislative Decree 196 of 30 June 2003 (hereinafter denominated 'Law'), and in relation to the personal data to be processed, please note the following:

1. The processing of the personal data requested or acquired is aimed at the performance of the insurance and re-insurance business by ERV and the connected activities for which ERV is authorised pursuant to the provisions of the law in force.
2. Processing can also be made without the aid of electronic or however automated instruments and consists of the operations indicated in Article 4, sub-para. 1, (b) of the Law or parts of it.
3. Assignment of the personal data is optional, unless requested by specific legislation, for example that on anti-money laundering, the central accident database and the Department of Motor Vehicles.
4. Any refusal to respond may lead to the impossibility of stipulating or fulfilling the contract, or the management and liquidation of the claim reported.
5. For the purposes indicated in Point 1, the personal data may be notified to other parties in the insurance sector such as, for example: insurers, co-insurers and re-insurers, agents, sub-agents, producers, brokers and other distribution channels, experts, consultants and lawyers, service companies to whom the management and/or liquidation of claims is entrusted, promotional or telemarketing campaigns or their executive activities, association and consortia bodies (ANIA) in the insurance sector, external databases, IVASS and the Ministry of Industry, CONSAP and UCI, and external databases for which advice of the data is compulsory. In this case, the identification data of the aforesaid other data controllers and any managers can be acquired from the public register kept by the 'Personal data protection authority' and the aforesaid bodies.
6. The personal data is not distributed.
7. The personal data supplied may be transferred outside national boundaries for the purposes indicated at Point 1 above.
8. Article 7 of the Law gives the interested party specific rights, including that of obtaining the confirmation of the existence

or not of personal data concerning him from the data controller and its communication in an intelligible form, of acquiring knowledge on the origin of the data and also the logic and purposes on which processing is based, obtaining the cancellation, transformation into an anonymous form or the block on the data processed in breach of the law, as well as the updating, rectification or, if there is an interest, the supplement of the data, and oppose processing for legitimate reasons.

9. The data controller is ERV in Italy.
10. The interested party has the right to know what his/her data is and how it is used at any time. He S/he also has the right to have it updated, supplemented, rectified or cancelled, request the block and oppose its processing.
11. For the exercise of the rights, contact Europäische Reiseversicherung AG, Branch Office in Italy, Privacy Service, Via G. Washington 70, 20146 Milan, fax number +39 02 76416862 or e-mail: privacy@erv-italia.it where s/he can also obtain the list of current data controller managers.

Definitions (Glossary)

The definitions are an integral part of the insurance policy and detail their meanings included in the Policy Conditions.

Geographical area: the area or country for which the Insured has booked the trip and for which s/he has taken out the insurance contract and from which return will be made within the period booked.

Insured: the person or people indicated in the travel contract, beneficiaries of the insurance cover, with residence or domicile in the EEA, whose interests are protected by the insurance.

Insurance: the insurance contract.

Assistance: service of immediate aid given through the Operational Centre that ERV must give the Insured who is in a difficult situation following the occurrence of an incident.

Operational Centre: the structure of operators, doctors and technicians that ERV makes available to the Insured 24/24, 365 days a year, and which makes telephone contact with the Insured, organises and provides the assistance services set out in the policy and arranges for the management of claims. The Operational Centre for Italy is Inter Partner Assistance S.A. (on behalf of Europäische Reiseversicherung AG).

Travelling companion: the person who travels with the Insured covering the whole of the same journey and, if necessary, included on the same insurance certificate.

Contracting party: the physical person or legal entity, specifically Baia Holiday, which stipulates the insurance contract in the name of and on behalf of their clients joining it.

Contract: the insurance contract, purchased and signed by the Contracting Party, containing the Information Leaflet and General Conditions of Insurance.

Domicile: the dwelling place, even temporary, of the Insured who carries out his/her business or has his/her economic interests in EEA.

European Economic Area (EEA): Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Iceland, Italy, Latvia, Lithuania, Luxembourg, Malta, Norway, The Netherlands, Poland, Portugal, United Kingdom, Czech Republic, Romania, Slovakia, Slovenia, Spain, Sweden, Hungary and Switzerland.

ERV: the commercial brand of Europäische Reiseversicherung AG

Abroad: all countries outside Italy, the Republic of San Marino and the Vatican City State.

Europe and the Mediterranean Basin: the geographic area extending from the Iberian Peninsula to the Ural Mountains, including the Canary Islands, Madeira and the countries overlooking the Mediterranean Sea (Morocco,

Algeria, Tunisia, Libya, Egypt, Cyprus, Israel, Lebanon, Syria and Turkey).

Excess: the sum established on the Policy Certificate or in the Insurance Conditions which is deducted from the total of the indemnity as actually calculated by ERV, following the occurrence of a claim, and which remains the responsibility of the Insured.

Family members: spouse or cohabitant, and relatives and kin of the Insured to the second degree (therefore children, parents, brothers and sisters, grandparents, parents-, sons-, daughters-, brothers- and sisters-in-law, adopted children, adopted parents, step-brothers and sisters and step-parents of the Insured).

Theft: the offence, set out by Art. 624 of the Criminal Code, perpetrated by anyone who takes possession of something belonging to another, removing it from the owner to gain profit from it for themselves or others.

Guarantee: cover or service – different from assistance – offered by ERV in the event of an incident, based on the provisions of the insurance, consisting in a repayment, indemnity and/or compensation of the damage to the Insured.

Injury: the event due to fortuitous, violent and external reasons that produces physical objectively ascertainable injuries.

Medical institution: the public hospital, clinic or private nursing home, duly authorised by the relevant authorities for the admission and medical assistance of patients. Spas, convalescence, rehabilitation and home-stay homes are not considered medical institutions, nor are health clinics and those for dietary and aesthetic purposes.

Italy: all the geographic area including the Republic of San Marino and the Vatican City State.

Illness: any verifiable alteration of the state of health.

Pre-existing illness: chronic pathological situation of alteration of the state of health, also of an evolutionary nature, which the Insured was aware of when the trip was booked.

Liability limit: the maximum amount, established in the Policy Certificate or Policy Conditions, up to which ERV undertakes to give the cover or provide the assistance services.

Means of public transport: all aircraft, and also land vehicles and vessels for the public transport of passengers and having a predefined timetable, itinerary, frequency and fares (official and published) that, on the basis of the specific permits or concessions, connect two or more places continuously or periodically and not occasionally. Therefore, by way of example, hire cars, taxis and means of transport for tourist visits are excluded from the range of public transport.

World: all countries and the relative areas.

Premium: the sum of money due by the contracting party to ERV.

Services: only for the Assistance Sections of the Policy - the assistance given by ERV, via the Operational Centre, to the Insured if there is an incident.

Pro Rata Temporis: "in proportion to time", indicates the indemnity method of only the period effectively subject to insurance cover.

Residence: the place where the Insured has his/her habitual home.

Admission to hospital: hospital stay in a care institute requiring an overnight stay.

Excess: the part of the amount of the indemnity, expressed as a percentage, that is compulsorily the responsibility of the Insured as established on the Insurance Certificate or in the Policy Conditions.

Claim: the occurrence of the damaging fact following a fortuitous event for which the cover is given.

Company: the insurance company, i.e. Europäische Reiseversicherung AG.

Current value: this means the value new of things of the same type and quality, reduced by

an amount representing the loss of value for wear and age.

Material value: the current value of the material excluding the data it contains or the recovery of this and also the intellectual value.

Trip: the transfer, stay or location resulting from the relative travel contract or document which sets out a movement of at least 20 km from the place of residence.

General Conditions of Insurance

See the Information Leaflet – Information Relating to the Contract

The Information Leaflet is an integral part of the General Conditions of Insurance listed below.

General Provisions

The following general conditions apply for all the sections of the Travel Policy offered by Europäische Reiseversicherung AG.

1. People insured

The people insured are the physical people resident or domiciled in the EEA, less than 90 years of age, indicated by name in the travel document. The insurance maintains its validity until the expiry of the policy for those reaching that age during the contract.

2. Validity

The insurance is valid for the chosen destination and duration indicated in the travel documents relating to tourist services offered by **Baia Holiday**, up to a maximum of 60 days.

3. Effective date and duration of the contract

The policy:

- a) must be stipulated at the same time as the trip is booked;
- b) must be stipulated for the full duration of the trip;
- c) is given for the specific trip indicated in the travel documents;
- d) has a temporal validity coinciding with the trip as indicated in the appropriate travel document;
- e) is extended beyond the expiry date if the date planned for the trip is delayed for reasons beyond the Insured's control but up to a maximum of 5 days.

4. Premium

Pursuant to Art. 1901, sub-para. 1, of the Civil Code, the insurance is effective from the day indicated in the policy, if the premium has been paid, otherwise it is effective from 24.00 on the day of payment.

If the premium has not yet been paid concurrently with an incident, the company is understood to be exonerated from the service where the failure to pay is attributable to the contracting party.

5. Exclusions common to all covers

All indemnities, services, consequences and/or events arising directly or indirectly from the following are excluded from the insurance:

- a) Reasons or causes already manifested at the stipulation of the policy or whose manifestation could be reasonably foreseen;
- b) Inadequately documented causes and events;
- c) Unlawful or malicious behaviour (whether carried out or attempted) or due to carelessness or gross negligence; suicide or attempted suicide;
- d) Pre-existing illnesses, i.e. chronic pathological situations of alteration of the state of health, also of an evolutionary nature, of which the Insured is aware at the time the policy is stipulated (with the exception of death);
- e) Mental illnesses, states of anxiety, stress and depression, mental disorders in general and neuroses, and also Acquired Immune Deficiency Syndrome (AIDS); psychological reaction arising from fear (e.g. an act of war, popular uprising, act of terrorism and aeroplane crashes).

- f) Elimination or correction of physical defects or malformations pre-existing at the stipulation of the policy.
- g) Intoxications, illnesses and injuries consequent on and arising from the abuse of alcohol and drugs, as well as the non-therapeutic use of hallucinogens and narcotics.
- h) Illnesses dependent on pregnancy beyond the 26th week of gestation, and confinement. Threatened miscarriage in the event of negligence or wilful misconduct by the Insured.
- i) Illnesses and accidents arising from dangerous sports: mountaineering with rock-climbing or access to glaciers, hiking (above 2500 metres), jumping from platforms with skis or water-skis, driving and use of bob-sleighs and bobs, all air activities with the sole exception of flying as a paying passenger in an authorised aircraft, automobile, motor-cycle and speedboat competitions and races, including the relative training and trials, scuba diving, speleology, boxing, canoeing and rafting, horse-riding competitions, hunting and shooting, ice hockey, off-piste skiing, paragliding, rugby, American football, bungee jumping, weightlifting and wrestling in all its various forms.
- j) Acts of daring as well as all injuries suffered as a result of sports activities carried out professionally.
- k) Work missions that set out the performance of mainly manual and/or manufacturing work and/or with the aid of mechanical or industrial instruments and machinery.
- l) Missions that set out the transport and/or supply of arms, vehicles, materials, instrumentation, equipment or any goods whose recipients are bodies taking part in military operations of any kind and purpose.
- m) The practice of hunting; possession of arms and ammunition, although having the appropriate licences and permits.
- n) Trips undertaken for the purposes of undergoing medical-surgical, aesthetic or rehabilitation treatment. Objectively foreseeable and/or planned medical checks.
- o) Trips undertaken in countries subject to embargoes or international sanctions or areas where the Foreign Ministry does not advise travelling; extreme journeys to remote areas that can only be reached using special means of transport or where situations of armed conflict, hostilities, war, civil war, rebellion, revolution, insurrection and riots persist, martial law and usurpation of power exist.
- p) Acts of sabotage, vandalism or terrorism in general, including the use of any type of nuclear or chemical device.
- q) Events arising from phenomena of transmutation of the atom, ionising radiation, radioactive contamination or chemical-biological or bacteriological contamination, pollution of the air, water, soil or subsoil or from any environmental damage.
- r) Natural catastrophes and other upheavals of nature.
- s) Strikes, demonstrations and events related to them.
- t) Pandemics, if defined as such by the World Health Organisation (WHO).
- 6. Delimitations, legal effects and indemnity**
- a) Wilful misconduct and gross negligence of the Insured - the company is not liable to pay compensation for incidents caused by the wilful misconduct or gross negligence of the Contracting Party and the Insured, as set out by Art. 1900, sub- para. 1, of the Civil Code.
- b) If the Insured does not make use of one or more services and/or covers, the company is not required to supply alternative indemnities or services of any kind by way of compensation.
- c) The company cannot be held liable for:
- delays or impediments in the fulfilment of the services agreed due to causes of *force majeure* or provisions of local, national or foreign authorities;
 - errors, misunderstandings or any other type of inaccuracy occurring in the fulfilment of the services agreed and which wholly or partly compromises their utility if this is due to imprecise communications received from the Insured or facts attributable to him/her;
 - refusal to perform services if, objectively or in the opinion of its doctors, they are not necessary.
- d) Movements organised by the company through the Operational Centre are made using the most suitable means of transport in relation to the route to cover and the conditions of health of the Insured.
- e) For amounts for advances, the Insured must notify the reason for the request, the total necessary, his/her address and the indications of the references that will enable the Operational Centre to check the terms of the guarantee of return of the sum advanced. The Insured must reimburse the sum advanced within 30 days of the date of the advance, subject to payment of not only the sum advanced but also the interest at the current legal rate.
- f) **Sanctions and Embargoes Clause:**
This insurance and the relative covers, including compliance with payment of the claims or payment of any benefit or service, is only guaranteed if not in contradiction with embargoes or economic, commercial and financial sanctions implemented by the European Union, Italian government or any other designated international body, where they may also be applicable to the Contracting Party and Insured Persons of this policy.

7. Subscription limit

The stipulation of more than one policy with ERV specifications to cover the same risk in order to raise the capital insured of the specific covers of the products or to extend the period of cover of a risk (trip) already in progress is forbidden.

8. Report of the claim and subsequent obligations of the Insured

If there is an incident, the Insured must advise the Operational Centre by telephone and in writing in accordance with the methods set out in this contract. In addition, s/he must do everything possible to avoid or reduce the damage, pursuant to Art. 1914, sub-para. 1, of the Civil Code.

The Insured recognises s/he is a person liable as indicated in the Section on the Obligations of the Insured.

9. Right of recourse

The company has the right of subrogation with reference to the third parties responsible, pursuant to Art. 1916 of the Civil Code.

10. Increase/Reduction of the risk

The Contracting Party/Insured must notify the company in writing of any increase of the risk. Increases of the risk not notified or not specifically accepted by ERV may lead to the total or partial loss of the right to the services and also the termination of the covers set out in the policy, pursuant to Art. 1898 of the Civil Code.

'War Zones' clause – reduction of the liability, accumulation limits and Insured's obligations:

If the Insured's destination is subject to sudden episodes of armed conflict, hostilities, war, civil war, rebellion, revolution, insurrection and riots, martial law and usurpation of power, even though occurring suddenly after the stipulation of the policy by the Contracting Party/Insured, following the increase of risk:

- a) the liability limits of the various services are reduced as indicated below for events related to the above-mentioned episodes:

- Assistance: up to a maximum of € 5,000, unless a lower liability limit is already set out in normal situations;
 - Medical expenses: up to a maximum of € 5,000, unless a lower liability limit is already set out in normal situations;
 - In addition, an accumulation limit is instituted for the increase in risk of € 50,000 per event; if the capitals insured overall exceed the above sums, the indemnities due shall be reduced proportionally in the individual contracts stipulated so that their sum does not exceed what would be due based on the limits permitted in this paragraph.
- b) If the Insured has already left, s/he must immediately contact ERV and move to leave the country within 10 days of the date of declaration of the 'area of conflict'. This policy ceases after that term.

11. Statements relating to the circumstances of risk

Inexact or reticent statements by the Contracting Party or the Insured relating to the circumstances that affect the risk assessment may lead to the total or partial loss of the right to assistance or indemnity, where provided for, as well as the cancellation of the insurance pursuant to Arts. 1892, 1893 and 1894 of the Civil Code.

12. Limitation

The right to payment of the premium instalments is limited to two years from the individual expiry dates (1882 et seq.). Other rights, pursuant to Art. 2952 of the Civil Code, arising from the insurance contract (1882 et seq.) are limited to two years from the day the fact on which the right to assistance and/or indemnity is based occurred. In civil liability insurance, the annual term starts from the day in which the damaged third party asked the Insured for compensation or brought legal action against him/her.

13. Amendments to the insurance, clauses or special agreements. Form of notification by the Insured

Any amendments to the insurance must be approved in writing.

To be valid, all notifications which the Insured is required to make, must be sent to the Company by registered letter with advice of receipt.

14. Other insurances

The Insured must advise the Company in writing of the existence and subsequent stipulation of other insurances for the same risk. If there is an incident, the Insured:

- a) must advise all the insurers, indicating the names of the others to each one, pursuant to Article 1910 of the Civil Code;
- b) undertakes to ask for the indemnity from the other Insurers first of all, it being understood that the company shall intervene to integrate the amount paid by the other Insurers received before, if necessary.

15. Operation of insurance

The insurance operates as second risk if the Insured has another/other insurance/s covering the same risk.

If the insurance acts as second risk, it covers that part of the damage and compensation or repayment that does not fall within the liability limits established by any other existing policies, up to the amount of the liability limit set out by the Policy Conditions of the Company.

16. Tax regime

Where due, tax rates in accordance with current legislation are applied to this assurance contract.

17. Applicable law and reference to the law

This insurance is regulated by Italian law. The legal provisions apply for anything not otherwise specified herein. All disputes relating to this contract are subject to Italian jurisdiction.

Special Insurance



Conditions

Cancellation of the trip

Special conditions

The cover is effective from the day the insurance contract is signed to the day of departure inclusive and ends in any case once check-in has been made for the tourist service insured.

1. Purpose of the insurance

The company shall reimburse the Insured who has to cancel the trip, up to the liability limit indicated, for one of the events indicated below if:

- the event was unforeseeable at the time the trip was booked;
- it is objectively impracticable for the Insured to undertake the trip.

2. Maximum limit insured

The capital insured must be equal to the cost of the trip, up to a maximum limit of **€ 1,000 per file for the Base policy, € 3,000 per file for the Plus policy, and € 5,000 per file for the Premium policy.**

The cost of services not included in the price of the trip (for example, optional programmes) is also covered by insurance, on condition that it is specifically included in the capital insured. If the capital insured is lower than the price of the trip (so-called under-insured trip or partial insurance), the Company shall pay a proportionately reduced amount, with subsequent deduction of the excess, in the event of an indemnifiable claim, pursuant to Art. 1907 of the Civil Code.

3. Excess on the cover

This cover is given with the following excesses:

- without excess in the event of death or admission to hospital of more than 1 day;
- with an excess of 15% charged to the Insured in all other cases, with a minimum of € 50.

In any case, if the Insured does not allow the Company to send its own doctor free of charge to certify the real conditions of the Insured, except for death or admission to hospital, an additional excess of 30% will be applied.

4. Events insured

The cover operates in favour of the Insured for the following events:

- death of the Insured and connected people;
- illness, injury and admission to hospital of the Insured and connected people, unforeseeable and of such an extent that cancellation of the trip is justified;
- material damage to the dwelling of the Insured or the offices of his/her company or that of the sole travelling companion, of an extraordinary, unforeseeable nature that require the attendance of the person concerned;
- loss of employment following the sudden dismissal of the Insured because of the employer's difficulty;
- new employment of the Insured if s/he was looking for work when the trip was booked;
- subpoena or summons before the Court, summons of the Insured or a travelling companion as a juror or witness;
- impossibility of reaching the place of departure or stay because of an accident to or breakdown of the Insured's means of transport;
- variation in the dates of university exams, public competitions, professional qualifying exams of the Insured, family member travelling or the sole travelling companion;

5. Persons connected to the Insured

The following are considered persons connected to the Insured:

- relatives of the Insured to the second degree of kinship;
- a travelling companion as long as registered for the trip together and at the same time as the Insured;
- partner/co-owner of the company or firm of associates.

6. Liquidation Criteria

The Company shall reimburse the deposit and any penalties debited shown in the travel documents and the penalty regulations of the tour operator, according to the liability limits and except for the Exclusions and Limitations and net of any excess indicated in this contract in the percentage existing at the date the event occurred (Art. 1914, Civil Code). Therefore, if the Insured cancels the trip after the event, any greater penalty paid shall remain his responsibility.

In the event of an indemnifiable claim, if the capital insured is less than the price of the trip, the company shall pay a proportionately reduced amount with subsequent deduction of the excess pursuant to Art. 1907 of the Civil Code.

7. Specific exclusions supplementing the General Exclusions

In addition to the events excluded in the General Exclusions, the insurance does not operate:

- if the doctor designated by the Company does not confirm the inability to travel;
- without original documentation of the costs borne;
- if dismissal is due to 'just cause';
- in the event of breakdowns or accidents to the Insured's means of transport which s/he uses to go to the point of departure, if the event is due to the age of the vehicle and it is more than eight years old;
- taxes and charges for the services booked.

In addition, with the exception of the air, marine and railway ticket which is included, tourist services whose penalty regulations set out a penalty of 100% from the date of booking or, however, before the 30th day preceding departure (date of departure included) cannot be insured.

Refer to the other exclusions in the General Conditions for anything not specified.

Curtailment of the trip

Special conditions

The cover is effective from the day following the date of departure or, in any case, once check-in of the insured tourist service has been made, up to the day of return, and terminates in all cases on return to the domicile.

1. Purpose of the insurance

The company shall indemnify the Insured who has to cancel the journey for one of the events indicated below, up to the limit of the cost indicated, if:

- the event was unforeseeable at the time the trip was booked;
- the cancellation was caused by this event;
- it is objectively impracticable for the Insured to continue the trip.

2. Limit of liability insured

The company shall reimburse the capital insured, which must be equivalent to the cost of the trip, up to the limit of liability of **€ 1,000 per file for the Base policy, € 3,000 per file for the Plus policy, and € 5,000 per file for the Premium policy.** The cost of services not included in the cost of the trip (e.g. for optional programmes) is also covered by the insurance, on condition that it has been specifically included in the capital insured.

If the capital insured is less than the cost of the trip (the so-called under-insured trip or partial insurance), pursuant to Art. 1907 of the Civil Code, the company shall pay a proportionately reduced amount with subsequent deduction of the excess in the event of an indemnifiable claim.

3. Uncovered percentage or Excess

This guarantee is given with the following uncovered percentages and excesses:

- without uncovered percentages in the event of death or admission to hospital of more than 3 days;
- with an uncovered percentage of 15% payable by the Insured in all other cases, with a minimum of € 50.

In any case, an additional uncovered percentage of 30% shall be applied if the

Insured does not allow the company to send its own doctor free of charge, so that his/her actual condition can be certified, except for death or admission to hospital.

4. Events insured

The cover operates in favour of the Insured for the following events:

- death of the Insured and connected persons;
- unexpected illness, injury and admission to hospital of the Insured and connected persons of an extent that makes continuation of the trip impossible;
- material damage of an extraordinary and unexpected nature to the habitation or company offices of the Insured or the sole travelling companion that requires the attendance of the person concerned;
- employment if the Insured was duly registered in the Jobseekers' Lists kept at the Employment Offices and was looking for a job when the trip was booked.

5. Persons connected to the Insured

The following are considered persons connected to the Insured:

- members of the Insured's family to the second level of kinship;
- a travelling companion as long as registered for the trip with and at the same time as the Insured;
- partner/joint owner of the company or group practice.

6. Liquidation Criteria

The company shall pay the Insured the reimbursement in proportion to the days not enjoyed, depending on the liability limits and without prejudice to the Exclusions, Limitations and net of any uncovered percentage or excess indicated in this Contract. If the Insured interrupts the trip after the event, s/he shall be responsible for any additional costs.

Pursuant to Art. 1907 of the Civil Code, if the capital insured is less than the cost of the trip, the company shall pay a proportionately reduced amount with subsequent deduction of the excess in the event of an indemnifiable claim.

7. Specific exclusions supplementing the Common Exclusions

In addition to the events excluded in the Common Exclusions, the insurance is not operational:

- if the doctor designated by the company does not confirm the inability to travel;
- without the original documentation of the costs borne;
- without the medical documentation drafted at the place of the event giving the diagnosis, prognosis and the need to cancel the trip;
- taxes and fees of the services booked;
- without prior contact with the Operational Centre.

Please see the other exclusions in the General Conditions for anything not specified.

Reimbursement of Medical Expenses

Special conditions

1. Purpose of the insurance

In the event of unforeseeable illness which manifests in a form which objectively does not allow the trip to be undertaken and/or the start of the relative treatment cannot be delayed during the period of validity of the cover, or in the event of injury or admission to hospital, the Company shall reimburse the medical expenses, ascertained and documented, met by the Insured, within the liability limit indicated in the policy.

Medical or assistance expenses, if sustained in hospitals or health care structures, are understood to be paid directly by the Company where possible, or subsequent reimbursement if direct payment is not possible or for all the costs sustained outside the aforesaid structures.

2. Medical expenses during the trip

The Company shall reimburse the medical expenses sustained abroad or in Italy,

supplementing the services supplied by the National Health Service, for the treatment carried out or prescribed by doctors up to a **maximum limit of € 1,000 in Italy** per insured and insurance period and up to a maximum of 30 days from the occurrence of the incident, except for the **sub-limits** indicated below:

- medicines prescribed by the local doctor, as long as pertinent to the illness or injury reported, up to a **maximum of € 350** per insurance period;
- urgent dental care to relieve pain, consisting of simple or temporary fillings and operations aimed at reinstating dental function, up to the **maximum of € 150** per insurance period;
- devices and instruments (e.g. crutches, or hire of a wheelchair), if required for the first time as a result of an injury or illness occurring during the trip, up to the **maximum of € 150** per insurance period.

3. Excess

An **excess of € 50** is applied to the above maximum limits.

4. Specific exclusions supplementing the General Exclusions

In addition to the events excluded in the General Exclusions, the insurance does not operate for:

- treatment that is the purpose of the trip;
- treatment prescribed by the doctor, known to the Insured from the start of the trip, to continue during the trip (e.g. dialysis);
- worsening of the physical condition, if foreseeable at the start of the trip;
- purchase or repair of pacemakers, prosthesis and devices for sight;
- acupuncture, mud baths and massages;
- help at home;
- psychoanalysis, psychotherapy or hypnosis treatments;
- any expense if the Insured has not reported admission to hospital (including Day Hospital) or A&E services to the Operational Centre;
- expenses for medical treatment not medically necessary and which exceeds the usual level of such expenses in the foreign country. In this case, the Company can reduce the indemnity to the costs normally sustained in similar cases.

Assistance while travelling

Special conditions

1. Purpose of the insurance

The Company shall provide assistance 24 hours a day through its Operational Centre if the Insured needs support, whether medical or not, during the trip.

2. Services

Telephonic medical consultation

On request, the Operational Centre of the Company shall supply health information by a doctor in Italian, both before and during the trip.

Indication of a specialist

If the Insured needs a specialist check, the Operational Centre shall arrange to contact the specialist doctor and make him/her available to the Insured. Any costs borne are the responsibility of the company in accordance with the maximum limits for Medical Expenses as per the paragraph above.

Transport/Patient transfer

Respecting the specific operational conditions and in consideration of the Insured's state of health and state of need, subject to medical consent, the Operational Centre shall organise the patient transfer of the Insured, **without limits of cost**, to the place of residence or nearest appropriate hospital. The Operational Centre shall, with its final decision, find the most appropriate means of transport and

accept responsibility for the costs of the transfer.

Return of the convalescent patient

Respecting the specific operational conditions and in consideration of the Insured's state of health and state of need, subject to medical consent, the Operational Centre shall organise the return of the Insured, if he/she is unable to continue the trip, accepting responsibility for costs **up to € 750** to the place of residence or nearest appropriate hospital. The Operational Centre shall, with its final decision, find the most appropriate means of transport and accept responsibility for the costs of the return.

Early return

In the event of death or admission to hospital with a prognosis of more than five days (two days for minors or differently able people) of a family member of the Insured during the latter's trip, the Operational Centre shall organise the return of the Insured and family members travelling, accepting responsibility for costs **up to € 500**.

Return of travelling companions

In the event of:

- the death of a travelling companion or,
- the death or admission to hospital with a prognosis of more than five days (two days for minors or differently able people) of the only travelling companion or a member of his/her family,

the Operational Centre shall arrange the return of the Insured, the family members and a maximum of 2 travelling companions, accepting responsibility for costs **up to € 300**.

Extension of the stay

If the travelling companion is admitted to hospital, the Company shall reimburse the Insured the additional cost for the stay up to a maximum of **€ 100 a day**, for a **maximum of 3 days**.

Family reunification

In the event of the death of the Insured or his/her admission to hospital with a prognosis of more than five days (two days for minors or differently able people), the Operational Centre shall organise the return trip of a single family member to go to the Insured and shall accept responsibility for the cost of the means of transport and stay **up to € 750**.

Repatriation of mortal remains

In the event of death during the trip, at the request of the next of kin, the Operational Centre shall organise the repatriation of the mortal remains, in accordance with the international regulations on the subject, with transport to the place of burial **without limits of cost**.

The expenses relating to the funeral ceremony and burial are excluded and are the full responsibility of the heirs.

Search, rescue and recovery

In the event of search, rescue or recovery operations of the Insured following an injury, the Company shall bear their costs up to the **maximum limit of € 1,000**.

Transmission of Messages

If the Insured has to alter the travel programme or suffers from a sudden emergency, the Operational Centre will, at his/her request, arrange to inform family members and the employer.

Travel information

At the request of the Insured, the Operational Centre shall supply:

- the address of the nearest diplomatic office;
- notices to travellers and information for their safety and security from the Foreign Ministry.

Obligations of the Insured

If there is an **Emergency or requests for Assistance while Travelling**, the Insured, or the person acting for him/her, must contact the

Operational Centre of the Company immediately before undertaking any personal initiative, notifying the type of assistance required, and also their personal identification data, the address and telephone number of where they are calling from to allow the Centre to recall them immediately, and s/he must follow the instructions given.

The Insured, or the person acting on his/her behalf, must carry out the following for **requests for reimbursement**:

- Contact the Ufficio Sinistri (Claims Office) of the Company:
 - within 5 days** of the occurrence of the event causing the cancellation of the trip for the Cancellation cover, also presenting the Baia Holiday pre-assessment form;
 - within 7 days** of the occurrence of the event for the other covers.
- Send the documentation indicated** according to the type of cover involved in a written request to **ERV Italia, Ufficio Sinistri (Claims Office), Via G. Washington 70, 20146 Milan**, in a registered letter with advice of receipt or certified e-mail **within 20 days** of the occurrence of the event.

The Insured must similarly:

- Compile the incident report form or request for reimbursement in full.
- Attach the Insurance Certificate and any original documentation requested.
- Guarantee the Company the right to request additional documentation, hereby undertaking its prompt despatch and proceed with further checks.
- Release the doctors who have made check-ups on him/her before and after the incident from medical privilege with the Company.

Failure to comply with even just one of the above obligations may lead to the total or partial loss of the right to indemnity, pursuant to Art. 1915 of the Civil Code.

'War Zones' clause: if the Insured's destination is declared an 'area of conflict', s/he must contact ERV immediately and act to leave the country within 10 days of the date of declaration of the 'war zone'. The policy shall cease after this term. Please see the 'Increasing of the Risk' paragraph for further details.

How to Report Incidents and Request Reimbursements

The Insured, or the person acting on his/her behalf, must contact the ERV Ufficio Sinistri (Claims Office) at +39 02 00620261 (option 2) for every request for reimbursement. This office will indicate the documentation to send to **ERV, Ufficio Sinistri (Claims Office), Via G. Washington 70, 20146 Milan** by registered letter with advice or receipt within 20 days of the occurrence of the event or 7 days of return to the country of residence.

Please read the section 'Information relating to the Contract' in the paragraph **'Reporting Incidents - Request for Assistance and Obligations of the Insured'**.

Activation of Operational Centre

What to do if there is an emergency

In order to activate the necessary acceptance procedures, **the Insured, or the person acting on his/her behalf, undertakes to contact the ERV Operational Centre as soon as possible** to notify the type of assistance required.

Operational Centre

24/24, 365 days a year, in Italian
Inter Partner Assistance S.A. (on behalf of ERV)

NUMBER TO CONTACT IF THERE IS AN EMERGENCY WHILE TRAVELLING

+39 02 30300005