ASSICURAZIONE · INSURANCE

Polizze di viaggio

MUN New York · MUN Washington DC · edizione 2027

The policy conditions in this volume are the insurers' own documents and are reproduced exactly as they are delivered. In case of any discrepancy with a summary, the policy conditions prevail.

Quale polizza ti riguarda · Which policy applies to you — La copertura assicurativa dei programmi negli Stati Uniti dipende da dove risiedi, non dal paese da cui parti. Insurance cover for the United States programmes depends on where you live, not on the country you fly from.

Chi sei · Who you are	Polizza · Policy	Compagnia · Company	Lingua · Language
Risiedi in Italia · You live in Italy	Student 365 All Risk — All Inclusive	IMA Italia Assistance S.p.A.	Italiano
Non risiedi in Italia · You live outside Italy	Multi-Risk Travel Insurance — Filo diretto Travel	Nobis Compagnia di Assicurazioni S.p.A.	English

Il criterio è la residenza, non la cittadinanza. Le due polizze distinguono in base al paese in cui risiedi abitualmente: un cittadino italiano che vive stabilmente all'estero rientra nella polizza Nobis, e un cittadino straniero residente in Italia rientra nella polizza IMA. · The criterion is residence, not citizenship: an Italian citizen habitually living abroad falls under the Nobis policy, and a foreign citizen resident in Italy falls under the IMA policy.

Le due polizze coprono, con estensioni e massimali diversi, assistenza in viaggio, spese mediche, bagaglio e — secondo la formula acquistata — annullamento del viaggio. Le condizioni integrali, i massimali, le esclusioni e le procedure di denuncia del sinistro sono nelle pagine che seguono.

The two policies cover, with different limits and extensions, travel assistance, medical expenses, baggage and — depending on the formula purchased — trip cancellation. The full conditions, limits, exclusions and claim procedures are set out in the pages that follow.

HOW TO READ

How to read this document

A quick guide to finding your way around this file

How to read this document

1 · Work out which policy applies to you. The first page says so in a table: what counts is the country where you habitually live — not your citizenship, and not the country you fly from.

2 · Go to your policy's section using the contents below. Each policy opens with a page summarising how it is structured.

3 · Read the DIP and the Additional DIP first. These are the pre-contractual information documents: in a few pages they set out what is covered, what is excluded and with which limits. The full conditions that follow are the complete and binding text.

4 · If you need to claim, find the claim section. It has the numbers to call, the deadlines for notifying a claim and the documents to attach: meeting them is the condition for being paid.

5 · This file contains the policies only. The General Terms and Conditions, the Privacy Notice and the Travel Programme are three separate files. Articles 12 and 13 of the Terms explain when withdrawal charges may be covered by the policy.

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IMA — Student 365 All Risk	Living in Italy	50–83

SEZIONE · SECTION

Nobis — Filo diretto Travel

Per chi non risiede in Italia · For those who do not live in Italy

Se non risiedi in Italia, la tua copertura è questa: Contratto di assicurazione viaggio multirischi "Filo diretto Travel" di Nobis Compagnia di Assicurazioni S.p.A. · If you do not live in Italy, this is your cover: the "Filo diretto Travel" multi-risk travel insurance contract of Nobis Compagnia di Assicurazioni S.p.A.

Nelle pagine seguenti trovi, nell'ordine: il riepilogo di polizza con i massimali, il DIP e il DIP aggiuntivo (documenti informativi precontrattuali), le condizioni integrali di assicurazione, le modalità di denuncia del sinistro, l'appendice normativa e l'informativa privacy della compagnia.

The following pages contain, in order: the policy schedule with the sums insured, the DIP and the Additional DIP (pre-contractual information documents), the full policy conditions, the claim filing procedure, the regulatory appendix and the insurer's own privacy statement.

POLICY SCHEDULE POLICY NO. 202925151 - INSURANCE TRAVEL SRL

The guarantees operating in favour of the Insured Party and the sums insured are listed below.
Please note that the details of each single guarantee in force are contained in the Insurance Conditions, of which this Policy Sheet is an integral part.

GARANTEES	GARANTEES IN FORCE		SUMS INSURED
	YES	*NO*	
CHAPTER 1 – MEDICAL EXPENSES (Travelling in Europe from Europe)	**X**		**€ 30.000,00**
CHAPTER 1 – MEDICAL EXPENSES (Travelling in World from Europe/World)	**X**		**€ 50.000,00**
CHAPTER 2 – DAILY ALLOWANCE FOR HOSPITALIZATION FOLLOWING COVID-19 INFECTION	**X**		**€ 100 max 10 days**
CHAPTER 3 – CONVALESCENCE INDEMNITY	**X**		**€ 1.500,00**
CHAPTER 4 – PERSONAL CARE	**X**		**See Insurance Conditions**
CHAPTER 5 – BAGGAGE (Travelling in Europe from Europe)	**X**		**€ 750,00**
CHAPTER 5 – BAGGAGE (Travelling in World from Europe/World)	**X**		**€ 1.000,00**
CHAPTER 6 – TRIP CANCELLATION		X	
CHAPTER 6 – TRIP CANCELLATION ALL RISK		X	
CHAPTER 7 – TRIP CANCELLATION FOLLOWING A DELAYED DEPARTURE		X	
CHAPTER 8 – REPEAT OF TRIP		X	
CHAPTER 9 – FLIGHT DELAY		X	
CHAPTER 10 – TRIP RE-ROUTING		X	
CHAPTER 11 – ACCIDENTS		X	
CHAPTER 12 - LEGAL PROTECTION		X	
CHAPTER 13 – CIVIL LIABILITY		X	
CHAPTER 14 – VEHICLE ASSISTANCE		X	
CHAPTER 15 – HOMECARE FOR FAMILY MEMBERS WHO STAY AT HOME		X	
CHAPTER 16 – TRIP INTERRUPTION FOLLOWING A QUARANTINE		X	
CHAPTER 17 – HOMECARE		X	
CHAPTER 18 – MISSING A CONNECTING FLIGHT		X	

OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

Personal Care
In the event of a claim, IMMEDIATELY contact the Company's Operations Center which operates 24 hours a day and 365 days a year, by calling the following number **+39/039/9890.702**

Other guarantees
All claims must be filed using one of the following modalities:

- **By Internet** (on the website www.nobis.it section “On-Line Filing”) following the related instructions.
- **By mail sending the correspondence and the related documentation to the following address:**

NOBIS COMPAGNIA DI ASSICURAZIONI - Ufficio Sinistri (Claims Office)
Viale Gian Bartolomeo Colleoni, 21 – Centro Direzionale Colleoni
20864 AGRATE BRIANZA (MB)

NOBIS ASSICURAZIONI

MULTI-RISK TRAVEL INSURANCE CONTRACT

FILO DIRETTO TRAVEL

DATE OF LAST UPDATE: FORM 6003 - EDITION 01/06/2023

The Information Set includes the following documents:
a) Basic Dip; (Precontractual information document)
b) Additional Dip; (Precontractual information document)
c) Glossary;
d) Insurance conditions that must be delivered to the policyholder before signing the contract

Before signing, carefully read the Pre-contractual Information Document

Document drawn up in accordance with the guidelines of the ANIA- Association of Consumers -Insurance Intermediaries – for "Simple and Clear Contracts".

GRUPPO NOBIS

NON-LIFE INSURANCE CONTRACT

DIP – Pre-contractual information document for non-life insurance contracts

Company: Nobis Compagnia di Assicurazioni S.p.A. **Product: Travel Insurance – Filo diretto Travel**

Nobis Compagnia di Assicurazioni S.p.A. is registered in Italy and authorized to carry out insurance activities pursuant to the Decree of the Minister of Industry, Commerce and Crafts of 20 October 1993 (Official Journal of 03 November 1993 N. 258). It is registered in Section I, at No. 1.00115, of the IVASS Register of Companies and is subject to its control.

The complete pre-contractual and contractual information relating to the product is provided in the following document:

- Information Set

WHAT KIND OF INSURANCE IS IT?

The Policy can provide a series of guarantees designed to protect those who are travelling, in order to offer them protection against harmful and unforeseen events that occur most frequently before and during the trip such as the costs for the payment of penalties in the event of the cancellation of the trip, theft and baggage being lost, Home Assistance, Vehicle Assistance, Trip Re-routing, Trip Interruption due to Quarantine, Delayed or Missed Connecting Flight, expenses for medical treatment and expenses for the return/medical transport and accidents. All of this supplemented by personal assistance benefits, Civil Liability, Legal Protection, Repeat Trip guarantees that make the offer even more global.
It is recalled that the actually effective coverage will be exclusively that is stated in the Policy Schedule signed by the Policyholder and contained in the Insurance Conditions.

WHAT IS INSURED?

The main guarantees that may be operative in the Travel Insurance- Direct Line Product are summarized below. It is should be noted that the guarantees actually in effect are exclusively those indicated in the policy schedule signed by the Policyholder and stated in the Insurance Conditions which are part of the Information Set.

✓ **Medical Expenses**

Within the limit of the maximum limits per Insured Party indicated in the policy schedule and in the insurance conditions, medical expenses, which are ascertained and documented, incurred by the Insured Party during the trip, for urgent, and unpredictable treatments or interventions that cannot be postponed, which occurred during the period of validity of the guarantee, shall be reimbursed.

✓ **Daily hospitalization allowance following Covid-19**

Pursuant to and in accordance with the terms of the Insurance Conditions, the Company grants a flat-rate indemnity for each day of hospitalization at a healthcare institution arranged as a direct and exclusive consequence of the contagion from COVID-19 (so-called Coronavirus) suffered by the Insured Party, regardless of expenses incurred.

✓ **Convalescence allowance**

The Company shall pay the Insured Party a fixed and predetermined convalescence indemnity equal to € 1,500.00 at the time of the Insured Party's discharge from the Intensive Care Department of the Care Institute where he was hospitalized following Covid-19 infection. This service will only be effective if the Insured Party, during the aforementioned hospitalization, was hospitalized in an intensive care ward, as proven by the medical record which must be submitted in full at the time of reporting the accident.

✓ **Personal and home assistance**

The Company undertakes, within the limits agreed in the policy, to make the insured benefit immediately available to the Insured Party, through the use of personnel and equipment from the Operations Center, in the event that the Insured Party finds himself/herself in difficulty as a result the occurrence of an illness, accident or a fortuitous event, which also affects one's own home. The aid may consist of benefits in cash or in kind.

✓ **Baggage**

The Company insures the baggage of the Insured Party within the limits indicated in the policy schedule against the risks of fire, theft, theft, robbery as well as loss and damage, and non-delivery by the carrier.

✓ **Trip Cancellation**

The Company will indemnify, on the basis of the conditions of this policy, the Insured Party and only one travel companion as long as he/she is insured and registered for the same trip, for the withdrawal charge deriving from the cancellation of the tourist services, which shall be determined in accordance with the General Contract Conditions, arising from a consequence of unforeseeable circumstances when booking the trip or tourist services.
This guarantee is provided whenever one of the following packages is chosen:

A. Named risk trip cancellation
B. All risk trip cancellation

✓ **Trip cancellation due to delayed departure**

The Company shall reimburse the Insured Party on the basis of on the basis of 50% of the participation fees for the trip (excluding registration fees / file opening costs, refundable airport taxes, visas and insurance premiums), if the Insured Party decides not to participate in the trip itself following a delay in the departure flight of at least 8 full hours.

✓ **Repeat of the Trip**

The Company shall make an amount equal to the pro rata value of the stay not used by the Insured Party and family members travelling with him/her provided that they are insured, owing to the following events: Use of "Organized Medical Transport" services , "Transportation of the body" and "Early Return" which results in the return to the residence of the Insured, death or hospitalization for more than 5 days of a family member of the Insured Party, death or hospitalization for more than 24 hours for the Insured Party of a trip organized by the Contractor. The pro-rata, non-transferable and non-refundable amount must be used within 12 months of the return date.

✓ **Late Flight**

In the event of a delayed departure of the outbound or return flight (excluding delays incurred in intermediate stopovers and/or connections), longer than 8 full hours, the Company shall pay an indemnity to the Insured Party within the limit indicated in the policy schedule.

✓ **Home Assistance**

The Company, through the Operations Center, makes its medical service available 24 hours a day for any information or suggestions of a medical health nature, and shall send a physician in the event of an emergency, arrange transport by ambulance and provide nursing assistance to family members who stay at home (spouse/common law spouses, parents, brothers, sisters, children, in-laws, genders, daughters-in-law, grandparents, uncles and nephews up to the 3rd degree of kinship, brothers-in-law).

✓ **Accidents**
The Company shall pay the indemnities corresponding to the maximum indicated in the policy if the Insured Party suffers, during the period of validity of the guarantee, for damages arising from the direct, exclusive and objectively ascertainable consequences of the accident and which within one year, cause death or permanent disability.

✓ **Trip Re-routing**
The Company shall reimburse the Insured Party 50% within the limit indicated in the policy for any higher costs incurred to purchase new travel tickets (air, sea or railway tickets), replacing those that cannot be used owing to the delayed arrival of the Insured Party at the place of departure and provided that the travel tickets purchased are used to take advantage of the previously booked services.

✓ **Civil Liability**
The Company undertakes, up to the limits indicated in the Policy schedule and in its insurance conditions, to hold the Insured Party harmless for what he/she shall be required to pay, as civilly liable under the law, by way of compensation (capital, interest and expenses) of damages involuntarily caused to third parties, for death, for personal injuries and for damage to things and animals, as a consequence of an accidental event that occurred in the context of private life during the trip.

✓ **Flight Delay and Loss of Connecting Flight**
The Company shall reimburse the Insured Party within the maximum limit indicated in the Policy Schedule for the costs of purchasing an economy class ticket to return to the place of departure of his/her trip, or the costs of purchasing a new economy class ticket that allows him/her to reach the final destination of the trip, in the event of missing a connection with the flight following the first one foreseen on the ticket.

✓ **Vehicle Assistance**
Some vehicle assistance benefits are foreseen, including roadside assistance and towing, a Driver, and hotel expenses, which are in effect during the transfer of the Insured Party in order allow him/her to go from his residence to the departure station of the journey (railway, sea, airport.) or in the place booked and vice versa as long as this is inside European Union countries.

✓ **Legal Protection**
The Company shall assume the burden of out-of-court and judicial assistance following a claim falling within the insurance coverage, within the limits of the maximum amount provided for in the insurance conditions.

✓ **Interruption of stay resulting from a quarantine**
If, following an isolation measure being taken by the authorities for a quarantine, the Insured Party is obliged to shelter in home, the Insured Party is unable to utilize the trip he or she has booked, the Company shall reimburse the following: the penalties charged for ground services booked and not used within the limit of € 1,500.00 per Insured Party, The costs relating to the issuing of new tickets originally purchased in order to return to their residence or the modification of the original tickets, up to € 1,000.00. and net of any reimbursements received by the carrier; C) any hotel/stay expenses incurred by the Insured Party within the limit of € 100,00 per day for a maximum of 14 days in case that the quarantine cannot take place at the domicile of the Insured Party.

WHAT IS NOT INSURED?

✗ With regard to the travel cancellation guarantee, non-resident persons in Italy cannot be insured.

✗ Trips lasting more than 30 consecutive days are not insured.

✗ The guarantees are not provided in Antarctica and in the Southern Ocean and in countries that are in a state of war, whether declared or de facto, including those countries indicated in the JCC Global Cargo report, which are to be found on the https://watchlists.ihsmarkit.com website which at the time of departure report a degree of risk equal to or greater than “4.0”. Countries whose condition of belligerence has been made public are also considered to be in a state of declared or de facto belligerence.

ARE THERE COVERAGE LIMITS?

All of the benefits are not due for accidents that occurred during and as a result of:

! All of the benefits are not due for claims caused by:
- state of war, revolution, riots or popular movements, looting, vandalism, strikes;
- acts of terrorism with the exception of the Assistance and Medical Expenses guarantees and the provisions of the Trip Cancellation guarantee;
- earthquakes, tsunamis, anomalous waves, floods, floods, volcanic eruptions and other atmospheric phenomena declared natural disasters as well as phenomena occurring in connection with the transformation or energetic settlements of the atom, natural or artificially caused;
- wilful misconduct or gross negligence by the Policyholder or the Insured Party;
- travel undertaken against medical advice or, in any case, with pathologies in an acute phase or for the purpose of undergoing medical/surgical treatments;
- travel to a territory where a prohibition or limitation (even temporary) issued by a competent public authority is operational;
- extreme trips in remote areas, that are only reachable with the use of special emergency vehicles;
- pollution of any kind, infiltration, contamination of the air, water, soil, subsoil, or any environmental damage;
- bankruptcy of the Carrier, the travel organizer or any supplier;
- errors or omissions when booking or the inability to obtain a visa or passport;
- suicide or suicide attempt;
- diseases with symptoms in progress at the time of signing the policy for the "Trip cancellation" guarantee and the departure of the trip for the "Reimbursement of medical expenses" and "Personal assistance" guarantees;
- pathologies attributable to complications of the state of pregnancy beyond the 24th week;
- voluntary termination of pregnancy, removal and/or transplantation of organs;
- non-therapeutic use of drugs or narcotic substances, drug addiction to alcohol and drugs, HIV-related diseases, AIDS, mental disorders and psychic disorders in general, including psychotic and/or neurotic behaviours;
- pandemics and/or epidemics and/or provisions of the Authorities (including Healthcare), it being expressly understood that this exclusion will not operate in relation to the facts directly connected to the virus currently in circulation and called "Covid-19"
- quarantines which are the cause of the cancellation of the trip, which concern the place of residence and/ or that of departure and/or that of transit and/or that of destination of the trip purchased by the Insured Party, with the exception of the guarantee provided the Chapter "Interruption of stay following quarantine";
- practice of sports such as: mountaineering with climbs above the third degree, free climbing, jumps from the trampoline with skis or hydro-skis, acrobatic and extreme skiing, archery, cycling activities, caving, off-piste skiing, skiing mountaineering, freestyle skiing, water skiing, bobsleigh, river canoeing beyond the third degree, descent of river rapids, rafting, Canyoning, kite-surfing, hydrospeed, jumps into the void (bungee jumping), parachuting, hang gliding, air sports in general, boxing, fight, martial arts, boxing, American football, beach soccer, snowboard, rugby, ice hockey, scuba diving, heavy athletics, equestrian activities, karting, jet skis, slide rails, trekking at higher altitudes at 3000 meters above sea level, hunting, shooting with rifles;
- acts of recklessness;
- sporting activities carried out in a professional capacity and/or participation in sports competitions or competitions, including tests and training carried out under the aegis of federations;
- motorbike, motorboat racing or events including jet skis, sledges and related tests and training;
- infectious diseases when the assistance intervention is prevented by national or international health regulations;
- childbirth (early, premature or not) during the trip;
- carrying out activities that involve the direct use of explosives or firearms;
- events that occur in countries in a state of war making it impossible to provide assistance.

This policy is valid only if combined (on an ancillary basis) with the sale of a trip made by the Policyholder.
Issuing multiple applications, in order to guarantee the same risk for the purpose of raising the ceilings of the specific guarantees and the cumulative risk contractually provided for, is not allowed.

Adherence to this policy cannot in any way be issued to extend a risk (i.e. the trip) that is already in progress and it is expressly understood that adherence to this policy must necessarily take place before the start of the trip. If the issue occurs after the departure date of the trip, the contract and the single application issued will be deemed to have no effect and the Company will refund the policy premium.

With regard to the sale of transport-only services, this policy is valid only during the period between the departure date and the return date indicated in the ticket and in any case within the maximum limit indicated in the application and with a maximum of thirty days consecutive.
With regard to the travel cancellation guarantee, claims relating to coverage of tourist services not purchased by the Contractor who issued the application are excluded.
With regard to the travel cancellation guarantee, claims relating to coverage of services not forming part of the travel booking are excluded.
The guarantees are not provided in Antarctica and in the Southern Ocean and in countries that were in a state of war, whether declared or de facto, including the countries indicated in the JCC Global Cargo report on the website https://watchlists.ihsmarkit.com which at the time of departure report a degree of risk equal to or greater than "4.0". Countries whose condition of belligerence has been made public are also considered to be in a state of declared or de facto belligerence.

WHERE DOES THE COVERAGE APPLY?

✓ The insurance is valid in the country or group of countries where the trip is made as stated in the policy and where the Insured Party has had the accident that gave rise to the right to the benefit. In the case of travel by plane, train, bus or ship, the insurance is valid from the departure station (airport, railway, etc. of the organized trip) to the arrival station at the end of the trip.

WHAT OBLIGATIONS DO I HAVE?

At the time of the contract's signature, the Policyholder has the duty to make forthright, exact and complete statements regarding the risk to be insured and to communicate, during the contract, all of the changes that involve a change in the risk. Untrue, inaccurate or unforthright statements or failure to communicate risk changes may lead to the termination of the policy or the partial or total loss of the right to compensation.

The Policyholder also has the obligation to pay the premium in order to ensure the effectiveness of the insurance coverage.

In the event of a claim, the Insured Party must make all the documentation necessary for the verification of the case available to the Company.

HOW AND WHEN SHOULD I PAY?

The contract shall be deemed as concluded with the payment, through the Policyholder, of the premium which is determined for annual insurance periods. Without prejudice to the provisions of Art. 1901 of the Italian Civil Code.

Payment can be made through the intermediary or directly to the company.

The premium already includes taxes.

WHEN DOES THE COVERAGE BEGIN AND WHEN DOES IT END?

For the Policyholder, the insurance shall take effect as of midnight (or in any case from the agreed time) on the day indicated in the policy if the premium or the first premium installment has been paid, otherwise it shall take effect from midnight on the day of payment. The insurance shall be valid for one year and, upon its natural expiry, tacit renewal is required in the absence of cancellation. The Parties have the right to withdraw from the contract in the event of a claim.

For the Insured Parties, the Trip Cancellation guarantee starts from the date of registration for the trip or from the moment of joining the policy through the payment of the insurance premium by the Insured Party and/or the Policyholder and ends on the day of departure at the moment in which the Insured Party begins to use the first tourist service provided by the Contractor. The other guarantees run from the start date of the trip (or from the start date of the tourist services purchased) and cease at the end of the same except for those guarantees that follow the specific legislation.

HOW CAN I CANCEL THE POLICY?

For the Policyholder, the contract shall be automatically renewed for one year upon its natural expiry unless canceled by registered letter with return receipt sent at least 30 days before the expiry date.

Without prejudice to Parties having the right to withdraw from the contract in the event of a claim.

MULTI-RISK TOURISM INSURANCE

Additional pre-contractual information document for non-life insurance products
(DIP Additional Damages)
Nobis Compagnia di Assicurazioni S.p.A.
Filo diretto Travel
Version No. 1 of June 2023 (last available)

This document contains additional and complementary information to that contained in the pre-contractual information document for non-life insurance products (DIP Damages), to help the potential Policyholder understand the characteristics of the product, the contractual obligations and the financial situation of the company in greater detail.

The Policyholder must read the insurance conditions before signing the contract.

Nobis Compagnia di Assicurazioni S.p.A., with its registered office in 10071 Borgaro Torinese (TO) on via Lanzo 29 and Directorate General in 20864 Agrate Brianza (MB) on viale Gian Bartolomeo Colleoni 21. Tel: +39.039.9890001, internet website **www.nobis.it,** e-mail: **assicurazioni@nobis.it,** PEC: **nobisassicurazioni@pec.it.**
Nobis Compagnia di Assicurazioni S.p.A. is registered in Italy and authorized to carry out the insurance activities by the Decree of the Minister of Industry, Commerce and Crafts of 20 October 1993 (Official Gazette of 03 November 1993 No. 258). It is registered in Section I, at No. 1.00115, of the IVASS Register of Companies and is subject to its control.
Parent company of Guppo Nobis, registered under No. 052 of the Register of Insurance Groups.

Financial Year 2022
Financial results approved on 28/04/2023
The net assets of Nobis Compagnia di Assicurazioni S.p.A. amount to € 107.123.237 of which € 37,890,907 as share capital, a share premium reserve of € 1,224,864 and equity reserves of € 68.007.466.
It should be noted that the solvency ratios, Solvency II regime, referring to non-life section is equal to: 179,69% which represents the Equity Ratio that is admissible to the SCR (Solvency capital requirement) and 399,31% which represents the Equity Ration that is admissible to the MCR (Minimum Capital Requirement).
Please refer to the solvency report and financial condition of the Company (SFCR) available on the institutional website through the following link https://www.nobis.it/chi-siamo/governance/solvency-ii-sfcr/
For any subsequent updates, please refer to the consultation of the Company's website www.nobis.it

The current legislation for the Italy applies to this contract and is subject to the same jurisdiction.

WHAT IS INSURED?

The extent of the Company's commitment is related to the maximum amounts and, if applicable, to the insured amounts agreed upon with the Policyholde.
Regarding the following guarantees:

- **Convalescence Indemnity**
- **Trip cancellation due to delayed departure**
- **Trip Repetition**
- **Trip Re-routing**
- **Trip interruption following quarantine**

please refer to what is indicated in Dip Basic.

Medical Expenses	With regard to the **Medical Expenses** guarantee, it is specified that the guarantee includes the costs of hospitalization in a medical institution, the costs of surgery and medical fees, the costs for outpatient visits, the costs for medicines prescribed by the physician, the costs for dental treatment only following an accident. The extent of the Company's commitment is related to the maximum amounts and, if applicable, to the insured amounts agreed upon with the Policyholder.
Daily allowance for hospitalization following Covid 19 Infection	The Company shall grant a lump sum indemnity for each day of hospitalization at a health care institution **arranged as a direct and exclusive consequence of the contagion from COVID-19 (so-called Coronavirus) suffered by the Insured Party**, regardless of expenses incurred, to the extent of the benefit indicated below. **If the Insured Party is hospitalized for more than 5 days**, the Company shall pay for each subsequent day of hospitalization (i.e. starting from the sixth day of hospitalization) an amount equal to € 100.00 for a maximum number of days equal to 10. **As a consequence of the above, therefore, the maximum sum payable by each Insured Party during the validity of the policy cannot exceed the amount of € 1,000.00**.
Personal Care	With regard to **Personal Care** guarantee, the individual benefits are specified below: Medical consultancy by telephone, Sending a physician to Italy in an emergency, Sending a paediatrician in urgent cases, Psychological consultation in the event of Covid-19, Second Opinion in case of Covid-19 infection, Emergency number information in case of Covid-19 infection, Recommending a physician abroad, Monitoring of hospital admission, Organized medical transport, Return of family members or travel companion, Body transport, Travel of a family member in case of hospitalization, Assistance to minor children, Return of the convalescent traveller, Extension of stay, Urgent sending of medicines abroad, Interpreter available abroad, Advance for basic necessities, Early return, Telephone/ telegraphic expenses, Transmissions of urgent messages, Rescue costs for search or recovery of the Insured Party, Advance payment for bail bond abroad, Blocking and replacement of credit cards, Activation of streaming service.
Baggage	In addition to what has already been indicated in the DIP Basic, it is specified that the guarantee also provides for the following: • with the limit of € 300.00 per person, the reimbursement of expenses for the remaking/duplication of the passport, identity card and license to drive motor vehicles and/or nautical license as a result of the events described above; • with the limit of € 300.00 per person, the reimbursement of documented expenses for the purchase of essential clothing and items of personal use incurred by the Insured Party following total theft of the baggage or delivery by the carrier after more than 12 hours from the arrival at the destination of the Insured Party.
Trip Cancellation	A) TRIP CANCELLATION ("NAMED RISKS") The Company shall compensate, on the basis of the conditions of this policy, the Insured Party and only one travel companion as long as he/she is insured and registered on the same trip, the withdrawal charge arising from the cancellation of the tourist services, determined in accordance with the General Contract Conditions , which is a consequence of unforeseeable circumstances when booking the trip or tourist services determined by: • death, illness (including Covid-19 infection) or injury of the Insured Party or the Travel Companion of their spouse/ common law spouse, parents, brothers, sisters, children, in-laws, siblings, daughters-in-law, grandparents, uncles and nephews up to the 3rd degree of kinship, brothers-in-law, co-owner of the Insured Party's Company or of the direct superior, of such gravity as to prevent the Insured Party from undertaking the trip due to his/her health conditions or the need to provide assistance to the above persons mentioned sick or injured. • material damage to the home, study or business of the Insured Party or his family members that make his presence indispensable and undelayable; • inability of the Insured Party to reach the place of departure following serious natural disasters declared by the competent Authorities; • breakdown or accident in the means of transport used by the insured party that prevents him/her from reaching the place of departure of the trip; • summons to court or summoning of the Insured Party to be a juror, which occurred after the booking; • theft of the Insured Party's documents necessary for expatriation, when the material impossibility of their remaking in time for departure is proven • inability of the Insured Party to take advantage of the holidays already planned following a new hiring or dismissal by the employer; • impossibility of reaching the chosen destination following hijacking caused by acts of air piracy; • impossibility to undertake the trip following the change in the date: of the session of school exams or qualification to practice professional activity or participation in a public competition; • impossibility to undertake the trip in the event that, in the 7 days prior to the departure of the Insured Party, the dog or cat owned by the latter (duly registered) must undergo a life-saving surgery that cannot be postponed due to injury or illness of the animal. • In the event of a claim involving several Insured Parties enrolled in the same trip, the Company will reimburse all eligible family members and only one of the travel companions on the condition that they are also insured.

	B) TRIP CANCELLATION ("ALL RISK") In the event that the Policyholder has chosen and subscribed to the Trip Cancellation Guarantee in the "All Risk" form resulting from the policy schedule, Art. 6.1 is understood to be fully amended as follows: The Company shall indemnify, on the basis of the conditions of this policy, the Insured Party and only one travel companion as long as he/she is insured and registered for the same trip, for the withdrawal charge deriving from the cancellation of the tourist services, determined in accordance with the General Contract Conditions, which is a consequence of unforeseeable circumstances when booking the trip or tourist services caused by: • any unforeseeable event, objectively documentable, independent of the Insured Party's will and of such gravity as to prevent the Insured Party from undertaking the trip; • the objective and extremely urgent need to provide assistance to his/her sick or injured family members. In the event of a claim involving several Insured Party's enrolled in the same trip, the Company will reimburse all eligible family members and only one of the travel companions on the condition that they are also insured. The inability to undertake the trip as a result of an Insured Party's or his family member's confirmed infection with Covid-19 is included in this guarantee. Cancellations by Insured Parties owing to terrorist acts occurring after the signing of the insurance contract and in the 30 days prior to the departure date of the trip are also included in the guarantee, provided that such acts occur within a radius of 100 km from the location where the stay resulting from the booking of the insured trip was planned or from the destination airport only in case of purchase of the plane ticket only (so-called "Flight Only" formula).
Late Flight	In addition to what is indicated in the DIP Basic, it is specified that delays in departure longer than 8 hours suffered by the Insured Party in any Italian airport are included in the coverage, it being understood that in case the delay occurs both in the airport of origin of the flight and in that of any Italian airport, the Company will pay the Insured Party only one indemnity. The guarantee is effective for delays arising for any reason excluding known, occurred or scheduled events up to six hours prior to the scheduled departure time. The Policyholder and the Insured Party undertake to pay the Company the amounts recovered from any person and entity in relation to the events covered by the coverage. The guarantee is effective only in the event that the travel tickets have been issued by the Contractor as shown in the booking statement.
Accidents	In addition to what is indicated in the DIP Basic, the Company shall pay the indemnities corresponding to the insured limits indicated in the policy sheet if the Insured Party suffers, during the period of validity of the guarantee, damages arising from the direct, exclusive and objectively ascertainable consequences of the accident and that within a year cause death; permanent disability. The insurance also applies to accidents that the Insured Party suffers as a passenger on scheduled and charter flights (excluding private planes), from the moment he gets on board an aircraft until the moment he disembarks and that produce objectively ascertainable physical injuries which result in **death or permanent disability**. The guarantee is also valid for injuries resulting from aggression or violent acts that have a political or social motive such as, for example, attacks, piracy, sabotage, terrorism, as long as they are not arising from war, even if not declared, insurrection, or riots.
Legal Protection	The Company shall assume at its own expenses, within the limits of the maximum amount indicated in the policy schedule and in accordance with the conditions set out in this policy, the burden of out-of-court and judicial assistance following a claim falling within the insurance coverage. The insurance is therefore provided for the expenses, costs and fees of the professionals freely chosen by the Insured Party for: a) the intervention of a single lawyer for each level of judgment, including the mediation procedure pursuant to Legislative Decree no. 28/2010; b) the Court-appointed Expert (Technical Court Consultant -TCC), to the extent of the fees awarded by the judge, and the Party-appointed Technical Consultant (PTC). c) the intervention of an informer (private investigator) to search for evidence in defence; d) a lawyer and/or counterpart's expert, in the event of the negative outcome for the Insured Party with a judicial order to pay costs, to the extent settled by the Judge; e) statutory or equitable arbitration procedures, including arbitration and legal actions against insurance companies (excluding Nobis Compagnia di Assicurazioni SpA), aimed at recognizing the Insured Party's right to compensation and/or quantification thereof, for a litigation value of not less than € 1,000.00; f) transactions previously authorized by the Company; g) the formulation of appeals and requests to be submitted to the competent Authorities; h) the intervention of a domiciliation lawyer - for civil judgments worth more than € 3,000.00 - in the event that the lawyer chosen by the Insured Party in his/her city of residence does not have a branch of the law firm in the place where the competent judicial authority is based and, therefore, must be represented by another professional; in this case, the Company will pay the latter the domiciliation rights. The charges for extrajudicial treatment and travel expenses of the insured's trusted lawyer are expressly excluded. The Company shall also bear the costs of justice in the criminal trial (Article 535 of the Italian Code of Criminal Procedure) within the limits of the ceiling and the conditions set out in this policy. The guarantee only concerns claims occurring in the context of the Insured Party's private life and refers to the following cases: a) damage suffered by the Insured Party, as a result of facts/acts of other subjects; b) disputes for damages caused to other subjects as a result of facts/acts of the Insured Party; c) criminal defence for culpable offense or infringement for acts committed or attributed; d) civil and criminal litigation as a tourist on organized trips, for any culpable fact occurred during the trip. Disputes with the Tour Operator or travel agency are included; e) disputes arising from claims for breach of contract, for which the value in dispute is not less than € 1,000.00.
Third Party Liability	The insurance also applies to liabilities arising: a) from the usage of the property where the Insured Party lives during his/her stay abroad, including the related facilities, outbuildings, gardens, private roads, trees, including tall trees, sports equipment and swimming pools, fences in general, as well as automatic gates. If the property is part of a condominium, the Insurance includes both the damages for which the Insured Party must be personally accountable for and the proportional share of the damages deriving from the management of the common property, excluding any greater burden resulting from his joint obligation with the other condominiums.

	Also included, with the application of a deductible of € 200.00, damage resulting from water spillage, with the exclusion, however, of damage resulting from sewer regurgitation or caused by frost; b) from intoxication or poisoning caused by food or drink prepared or administered by the Insured Party, with the exclusion, however, of such damage, where the preparation of food or the administration of drinks is the subject of the activity carried out by the Insured Party; c) the ownership or use of rowing or sailing boats not exceeding 6.50 meters in length, provided they are not rented or rented; d) from the ownership and/or utilization of bicycles including those with battery power assistance or for circulation as a pedestrian; e) from the exercise of recreational sports activities provided they are not practiced under the auspices of Federations or for which the Insured Party receives some form of remuneration; f) from the ownership, possession or use of dogs, cats, other pet but not wild animals and saddle animals in general. For damages caused by dogs, the Company shall apply a deductible of € 100.00; g) from accidents suffered by domestic workers during the performance of their duties (excluding occupational diseases), provided that these are in compliance with the obligations all provided for by the regulations in force, none excepted, the same including the nominative report and the compulsory insurance from INAIL. The guarantee also includes the sums that the insured party must pay following the exercise of the right of recourse by INAIL. The insurance must be considered limited exclusively to the case of death and personal injury resulting in permanent disability of more than 5% calculated on the basis of the tables in the annexes of Presidential Decree 06/30/1965 No. 1124; h) from the practice of camping, with the use of the necessary equipment or hobbies such as modelling, DIY and gardening, including the use of motor mowers; i) from the ownership and possession of weapons, including firearms as long as they are legally held, including personal use for defence, target shooting, skeet shooting and the like, excluding the exercise of hunting activities; j) for damage caused by being transported on motor vehicles, motor vehicles and boats owned by others, for damage caused to third parties not transported on the same with the exclusion of damage caused to the vehicles themselves; k) interruption or suspension - total or partial - of the use of third party assets as well as industrial, commercial, artisanal, agricultural or service activities, up to 10% of the maximum insured amount, with a limit of € 15,000.00 per annual insurance period and with the deduction of an excess of € 500.00. l) for damage to property of others deriving from the fire of the Insured Party's property or held by him. This guarantee is intended to be provided within the limits of the maximum guarantee for damage to property but with a compensation limit of € 15,000.00 per claim. If the Insured Party is already covered by a fire policy with a "THIRD ACCOUNT" guarantee, this will operate in 2nd risk, for the excess over the sums insured with the aforementioned fire policy.
Home Assistance	In addition to what has already been indicated in the DIP Basic, it is specified that the following benefits are in effect: Medical consultancies, sending a physician in the event of an emergency, the reimbursement of medical expenses, transport in an ambulance, home delivery of medicines, the health network that has an agreement with the Company and free-of-charge management of the appointment.
Vehicule Assistance	The Company will organize and manage the following guarantees through the Operations Center: **ROAD ASSISTANCE AND TOWING** **SENDING SPARE PARTS** **RETURN TO THE RESIDENCE AND/OR ABANDONMENT OF THE VEHICLE** **CONTINUATION OF THE TRIP** **RETURN OF THE INSURED PARTY AND OF THE OTHER PASSENGERS** **ASSUMPTION OF THE RESPONSIBLITY FOR THE VEHICLE RECOVERY EXPENSES** **HOTEL EXPENSES** **DRIVER** **ADVANCE FOR PAYMENT OF BAIL BOND**
Home Care	The Company undertakes to guarantee, in accordance with the methods and limits specified below: a) the sending of an electrician to your home: in the event of a sudden blackout in the whole house following a fault or short-circuit in the electrical system of the insured person's home, the Operational Center 24 hours a day, 365 days a year, shall arrange for an electrician to be sent to the home. The costs of the technician's trip to and the return trip from the home for the resolution of the emergency shall be borne by the Company. Labour, any spare parts and the material used for the repair shall be the responsibility of the insured party. The benefit is guaranteed only once per Insured Party during the period of the insured trip. No benefits shall be provided if the faults are due to the power cable of the home and the interruption of the electricity supply by the electrical utility company; b) the sending a plumber to the home: in the event of blockage/breakage of the fixed or mobile pipes of the plumbing or sanitary system in the home of the insured party and consequent flooding and/or infiltration and/or lack of water in all the house, the Operations Center arranges, to send a plumbing technician at the home 24 hours a day, 365 days a year. The costs of the technician's trip to and the return trip from the home for the resolution of the emergency shall be borne by the Company. The Insured Party is responsible for labour, any spare parts and the materials used for the repair. This benefit is guaranteed only once during the period of the insured trip. No service shall be provided if there is an interruption of the supply by the water utility company, or the simple failure of faucets; c) sending a locksmith at home, in the case of: - theft, loss, breakage of keys or the lock of the entrance door; - theft or attempted home theft that compromise the functionality of the entrance door and do not guarantee its safety. The Operations Center shall arrange to send a locksmith to the home 24 hours a day, 365 days a year. The costs of the technician's trip to and the return trip from the home for the resolution of the emergency shall be borne

	by the Company. The Insured Party is responsible for any labour, any spare parts and the material used for the repair. The benefit is guaranteed only once during the period of the insured trip. d) the immediate return: if one of the events that can generate the services referred to in letters a), b), c) above or due to theft, attempted theft, breakdowns caused by thieves, vandalism, fire, lightning or explosion, make the return to the main residence of the insured person or of a family member resulting from the Family Status necessary and urgent, the Operations Center will arrange for the immediate return of the Insured Party or the family member resulting from the Family Status. The related expenses shall be borne by the Company up to a maximum of € 500.00 per event. The service is not provided if the Insured Party in contacting the Operations Center does not provide adequate reasons for the causes that make the return impossible to postpone. The benefit is guaranteed only once during the period of the insured trip. e) supervision of the house's contents of the house: if one of the events that can generate the services referred to in letters a), b), c) above or due to theft, attempted theft, breakdowns caused by thieves, vandalism, fire, lightning or outbreak, make it necessary to safeguard the content of the home, the Operations Center will organize the surveillance of the home or the custody of the home's contents stored in the place indicated by the Insured Party for the time necessary to restore the security of the home. The related costs shall be borne by the Company up to a maximum of 24 hours. The benefit is guaranteed only once during the period of the insured trip.
Missed connecting flight	In addition to what has already been indicated in the DIP Basic, it is specified that the guarantee is effective in the following cases: Delays, Denial of boarding, cancellation at the last moment on the first flight (or in subsequent flights, if there is more than one connection), owing to unforeseen causes (technical problems with the aircraft or adverse weather conditions incompatible with the execution of the flight or decisions taken by the aeronautical authorities on air traffic) that cannot be attributable/blamed on the will of the Insured Party or the travel organizer, or to service companies subcontracted by the latter and which prevents the Insured Party from boarding the next connecting flight. Loss or misplacement of baggage by the air carrier, which is duly recorded, occurring during the first flight that prevents the Insured Party from being able to board the next connecting flight. The guarantees are effective only in the event of missing connecting flights in which the airlines operating on one and the other flight are not the same, nor do they belong to the same airline alliance. In the event that the person responsible for the delay, flight cancellation, loss or misplacement of checked baggage compensates the Insured Party, the compensation will be paid, to supplement any reimbursement by the event manager, up to the amount insured.

WHAT IS NOT INSURED?

Excluded Risks	The excluded risks have already been detailed in the DIP Basic, to which reference should be made here.

ARE THERE COVERAGE LIMITS?

The exclusions, valid for all guarantees, have already been listed in the DIP Basic.
The main specific exclusions for each guarantee are set out below.

Medical Expenses	Expenses for physiotherapy, nursing, spa, slimming treatments and for the elimination of congenital physical defects are excluded; expenses relating to glasses, contact lenses, prostheses and therapeutic devices and those relating to interventions or applications of an aesthetic nature. The insurance does not cover expenses incurred for voluntary termination of pregnancy as well as for benefits and therapies relating to fertility and/or sterility and/or impotence. Expenses shall also be excluded if the Insured Party has not reported the hospitalization (including the Day Hospital) or first aid benefit to the Operations Center; If the Insured Party intends to make use of hospitals/ physicians that are not part of the Network that the Company has an agreement with, the maximum outlay of Nobis Compagnia di Assicurazioni S.p.A. cannot exceed the amount indicated in the policy. Within the limit of the maximum indicated in the policy, for residents in Italy with the destination area of the Italy trip, the Company will reimburse the Insured Party for medical expenses incurred arising from an accident. In Italy, if the Insured Party makes use of the National Health Service, the guarantee will be valid for any expenses or excess costs remaining to be borne by the Insured Party. The Medical Expenses guarantee is effective for a period no longer than 110 overall days of hospital recovery. **DEDUCTIBLES AND UNCOVERED PORTIONS** An absolute deductible of € 70.00 will be applied for each claim, which shall remain the responsibility of the Insured Party, except in cases of hospitalization and day hospital for which no deductible will be applied. For claims with an amount greater than € 1,000.00 in the event of a lack of any authorization by the Operations Center, an uncovered deduction equal to 25% of the amount to be repaid with a minimum of € 70.00 shall be applied. It remains understood that for amounts greater than € 1,000.00 no reimbursement shall be due if the Insured Party is unable to prove the payment of medical expenses incurred by bank transfers or credit cards.
Personal and Home Assistance	In addition to the exclusions provided for all the guarantees, already indicated in the DIP Basic , the Company shall not be liable for the costs incurred by the Insured Party without the prior authorization from the Operations Center. In the event that the Insured Party voluntarily refuses the organized medical transport/medical return, the Company shall immediately suspend the assistance and the Insured Party can no longer demand anything from the Company. In the event that the Insured Party, in the absence of a medical indication to the contrary, unilaterally refuses the transfer to a Healthcare Facility indicated by the Company, the latter will suspend the assistance and the Insured Party may no longer demand anything from the Company. Infectious diseases are excluded if assistance is prevented by international health regulations.
Baggage	In addition to the exclusions provided for by the Rules that are common to the guarantees, damages deriving from: a) wilful misconduct, negligence, negligence, negligence of the Insured Party, as well as forgetfulness; b) insufficient or inadequate packaging, normal wear, manufacturing defects and atmospheric events;

	c) breakages and damage to baggage unless they are the result of theft, robbery, theft or are caused by the carrier; d) theft of baggage contained inside the vehicle that is not properly locked and the theft of baggage placed on board motor vehicles or placed on external luggage racks. Furthermore, theft from 8:00 pm to 7:00 am is excluded if the luggage is not placed in a locked vehicle in a guarded parking lot; e) money, credit cards, checks, securities and collections, samples, documents, airline tickets and any other travel document; f) jewels, precious stones, furs and any other precious object left unattended. g) goods purchased during the trip without regular proof of expense (invoices, receipts, etc.). h) goods which, other than clothing and suitcases, bags and backpacks have been delivered to a transport company, including the air carrier; Without prejudice to the insured sums and the maximum reimbursement of € 300.00 per single item, the reimbursement is limited to 50% for jewels, precious stones, watches, furs and any other precious object, photographic and optical equipment, radio and television sets and electronic equipment. Photograph equipment (lenses, filters, speedlights, batteries, etc.) are considered as a single object.
Trip Cancellation	In addition to the exclusions provided for all the guarantees, already indicated in the DIP Basic, trips that are cancelled following an event other than those specified in the box "What is insured?" transcribed in this DIP Additional are excluded from the coverage. **- MAXIMUM AMOUNT, UNCOVERED PORTION, DEDUCTIBLES** The insurance is provided up to the total cost of the trip within the maximum amount per Insured Party indicated in the policy schedule and with the limit of € 50,000 per event (i.e. the fact that it affects one or more persons objectively connected by the purchase of the same trip booked by the Policyholder). Provided that they have been included in the total cost of the insured trip, the costs of handling the file, the fuel adjustments already foreseen at the date of issue of the policy (as long as they are shown in the booking statement) and the cost of visas are included, always excluding airport taxes if they are refundable. The compensation will be made after deduction of the following uncovered portions: - 20% to be calculated on the penalty applied with a minimum of € 50.00 in cases where the penalty is equal to or greater than 90%; - 15% to be calculated on the penalty applied with a minimum of € 50.00 for all other cases, except for the causes related to Covid 19 infection; - 30% to be calculated on the penalty applied with a minimum of €50,00 for all cases of Covid 19 infection. The uncovered portion will not be applied in cases of death or hospitalization of the Insured Party.
Cancellation due to delayed departure	In addition to the exclusions provided for all guarantees, already indicated in the DIP Basic, the guarantee is not effective when the scheduled flight has been definitively cancelled and not rescheduled and when the scheduled return date, resulting from the initial booking, has been postponed. The reimbursement is provided for only in those cases where the change in the departure time has not been formalized by the airline or by the Tour Operator within the 24 hours prior to departure. The guarantee is not effective in case of flight delay. The guarantee is not effective if the delays are due to quarantines or lockdowns.
Trip Re-routing	In addition to the exclusions indicated in the Dip Basic, the guarantee is not effective if the Insured Party decides to renounce the trip by making any Trip Cancellation guarantee operational.
Legal Protection	In addition to the exclusions provided for all the guarantees, already indicated in the DIP Basic, claims deriving from: a) the payment of fines, fines and pecuniary sanctions in general; b) tax charges; c) expenses, fees and fees relating to credit recovery disputes, meaning by these both the cases in which the Insured Party holds the status of creditor and the case in which he/she is a taxable person in the dispute (debtor); d) expenses, fees and fees for administrative, fiscal and tax disputes; e) expenses, fees and fees for disputes arising from malicious acts of the Insured Party; f) expenses, fees and fees for disputes relating to inheritances and/or donations; g) expenses, fees and fees for disputes arising from the sale and/or exchange of registered real estate, land and movable property; h) expenses, fees and fees for disputes arising from lease contracts; i) expenses for disputes lodged against Nobis Compagnia di Assicurazioni S.p.A .; j) costs for disputes between policyholders (several persons insured under the same contract); k) registration fees; The following claims are also excluded: 1. relating to arrears in lease contracts; 2. arising from the movement of aircraft, boats and vehicles owned and/or driven by the insured party; 3. relating to reciprocal relationships between shareholders and/or directors and/or companies, as well as mergers, transformations and any other operation relating to corporate changes; 4. concerning issues relating to the application of Art. 2114 of the Italian Civil Code ("Compulsory social security and assistance") and following, as well as disputes relating to the award of public contracts; 5. related to events occurring on the occasion of an explosion or emanation of heat or radiation from transmutation of the nucleus of the atom, as well as on the occasion of radiation caused by the artificial acceleration of atomic particles.
Civil Liability	In addition to the exclusions provided for all the guarantees, already indicated in the DIP Basic, the following are excluded: a) resulting from the exercise of professional, industrial, trade or service activities; b) resulting from theft; c) arising from the ownership, possession, driving and use of motorized means of locomotion; d) resulting from breaches of contractual and tax obligations;

	e) of any nature and any cause caused by: pollution of the air, water or soil; f) arising from extraordinary maintenance, extension, elevation or demolition works; g) arising from the possession or use of explosives or radioactive substances or apparatus for the acceleration of atomic particles as well as damage that, in relation to the insured risks, have occurred in connection with phenomena of transmutation of the atom nucleus or with radiation caused by the artificial acceleration of atomic particles; h) deriving from things that the insured persons hold for any reason and from those transported, towed, raised, loaded or unloaded; i) deriving from the possession for any reason of non-domestic animals; j) resulting from the exercise of hunting activities; k) deriving from humidity, dripping and in general from the unhealthiness of the rooms used for housing;
Accidents	In addition to the exclusions provided for by the Dip Basic, the guarantee does not apply to accidents resulting from driving vehicles or boats that are not for private use for which the Insured Party does not have the required qualifications; driving or use, even as a passenger, of underwater means of transport. **AGE LIMITS:** Those people who have not yet reached the age of 75 at the time of signing the policy are insurable, it being understood that the insurance remains in force for those who were already previously insured.
Flight Delay	In addition to the exclusions provided for all guarantees, already indicated in the DIP Basic, it is specified that the guarantee is not effective when the scheduled flight has been definitively cancelled and not re-routed and the expected return date, resulting from the initial booking, is postponed. The guarantee is not effective if the Insured Party decides to renounce the trip by making any "Trip Cancellation" guarantee operational. The guarantee is not effective if the delays are due to quarantines or lockdowns.
Vehicle Assistance	In addition to the exclusions provided for all the guarantees, already indicated in the DIP Basic, it is specified that the following are excluded from the guarantee: vehicles registered for the first time for more than 8 years; vehicles weighing more than 3.5 tons; non-land vehicles and not regularly registered; vehicles rented, hired or used for public transport; claims occurring in countries outside the European Union.
Trip interruption following quarantine	Travel to destinations with restrictive measures already in force on the date of arrival at the booked Hotel; Violations of regulations and/or provisions in force on the scheduled arrival date of the booked trip; Wilful misconduct or gross negligence of the Insured Party or the Policyholder; Problems relating to identity and/or travel documents, visas and any documentary equipment (including health) required by the rules in force from time to time.
Missing connection flight	The following cases shall be excluded from the guarantee: - Cases in which the responsible airline is responsible for transporting the Insured Party to the departure point of the journey or to the final destination of the booked connecting flights are excluded from the guarantee; - delays/cancellations have been caused as a result of strikes or are attributable to operation o the internal organization of the travel organizer or the airline, or the operation or organization of the service companies subcontracted by both flights are operated by the same airline or the same airline alliance. The guarantee is not effective if the delays are due to quarantines or lockdowns.
For each individual guarantee indicated in this product and explicitly signed by the Policyholder, insurable sums are provided for, identified in greater detail in the Policy Schedule, the limits and any deductibles or uncovered amounts. Any recourse, pursuant to Art. 1916 of the Italian Civil Code, shall be exercised by the Company against liable third parties or other obliged subjects for the same compensation paid, it being understood that the recovery action will not be exercised against those who are transported.	

CWHICH ARE MY OBLIGATIONS? WHAT OBLIGATIONS DOES THE COMPANY HAVE?

What to do in case of an accident?	**Reporting the accident:** the Policyholder and/or the Insured Party must notify the Operations Center by telephone by calling the toll-free number **800.894123** (from abroad it is necessary to dial **+39 039.9890.702)** and then send a written report to the Company within 5 days of date of occurrence of the accident itself or since the Insured Party became aware of it, with indication of the date, place and methods, as well as any witnesses. It shall be the responsibility of the Insured Party to provide the Company with medical certificates, medical records, complaints to the Regulatory Authority (including the PIR at the Airport Authority), invoices certifying the purchase of lost goods and/or basic necessities, travel booking and cancellation statements, proof of travel payment, travel contract, originals of travel tickets.
	Direct assistance/in agreement: it is specified that the contract provides for the presence of benefits provided directly to the Insured Party by entities/structures that have an agreement with the Company.
	Management by other companies: it is specified that the contract does not provide for the handling of claims by other companies.
	Limitation Period: pursuant to Art. 2952 of the Italian Civil Code, the rights of the insured person deriving from the contract expire in two years from the day on which the fact on which the right is based occurred and/or from the day on which the third party requested compensation from the Insured Party or promoted against these actions.
Inaccurate or incomplete declarations	Should, with regard to the circumstances of the risk covered by the insurance cover, the Policyholder/ Insured Party make inaccurate or reticent declarations during the calculation of the estimate and confirms them by signing the contract, or fail to communicate any significant changes to the company, these circumstances could prejudice total or partial payment of the damage (indemnity) by the Company.
The Company's Obligations	The Company, having verified the effectiveness of the guarantee and provided that all the required documentation has been produced, shall pay the compensation starting from the date of receipt of the necessary documentation, provided that no opposition has been made by any privileged creditors, foreclosures or mortgages.

WHEN AND HOW DO I HAVE TO PAY?

Premium	The policyholder shall have to pay the first premium instalment. The premium is always determined for insurance periods of one year, except in the case of contracts of shorter duration, and will be due in full even in the case of a half-yearly splitting of the premium, with the relative application of an additional charge of 5%.The Company will accept payment of the premium by bank transfer, bank check/cashier's check, cash within the limits of the currency rules, as provided for by IVASS Regulation No. 40 and any other means compliant with current regulations accepted by any intermediary however intended. The premium is inclusive of tax.
Reimburseme	This contract, being a temporary tourism policy, does not provide for the possibility of reimbursement of the premium.

WHEN DOES THE COVERAGE BEGIN AND WHEN DOES IT END?

Duration	The insurance is valid for one year and, upon its natural expiry, tacit renewal is required in the absence of cancellation. The contract is stipulated without provision for tacit renewal. The duration of the individual applications for policyholders is that indicated by the Policyholder. The duration of the individual guarantees is reported in the Dip Basic.
Suspension	This contract does not provide for the possibility of suspending the contract.

HOW CAN I CANCEL THE INSURANCE?

Reconsideration after stipulation	If the contract provides for the termination by means of distance communication techniques, the Policyholder has the right: 1. to choose to receive and transmit the Information Set and the documentation referred to in Chapter III of IVASS Regulation No. 40/2018 on a paper or other durable medium; 2. to request in any case and without charge the receipt of the above documentation on paper and to modify the remote communication technique; 3. to use, following the Company's request to sign and retransmit the contract sent to him/her, at his/her choice the paper or other durable medium; 4. in the case of a distance contract through Call Center whose employees are not employees of the company, to be put in contact with the person responsible for coordinating and controlling the promotion and placement of insurance contracts carried out by the Call Center.
Termination	Any change to the contract will be communicated by the Company to the Policyholder/ Insured Party, through the intermediary who is in charge of the contract, within 45 days of the annual renewal of the same. If the Insured Party fails to accept the new premium conditions and/or the insured sum proposed for the next year, he will have the right, upon registered letter with return receipt to the Company sent at least 30 days before the deadline, to terminate the contract.

WHO IS THIS PRODUCT FOR?

This contract is intended for those people - who have the characteristics indicated in the DIP Basic- who purchase a tourist service with the characteristics indicated in the DIP Basic.

WHICH COSTS DO I HAVE TO BEAR?

The Insured Party at the time of signing the insurance contract shall have to bear the cost of the premium quantified according to the rate set for the type of trip to which the policy is combined, and the guarantees chosen.
Intermediation costs: the average share due to the Intermediary for Sector 1 (Accidents) is 40.27%, for Sector 2 (Healthcare) it is 22.60%, for Sector 7 (Transported Goods) is equal to 25.69%, for Sector 13 (General Civil Liability) is equal to 19.62%, for Sector 16 (Pecuniary losses) it is equal to 37,54%, for Sector 17 (Legal Protection) it is equal to 28.87% and for Sector 18 (Assistance) it was 42.19%.

HOW CAN I FILE CLAIMS AND SOLVE POSSIBLE DISPUTES?	
To the insurance company	Any complaints regarding the contractual relationship or the management of claims must be forwarded by the Customer to the Complaints Office of Nobis Compagnia di Assicurazioni S.p.A., Viale Gian Bartolomeo Colleoni No. 21, 20864 - Agrate Brianza - MB - fax 039 / 6890.432 - reclami@nobis.it. Response shall be within 45 days From the complaint.
To the IVASS (Institute for Insurance Supervision)	Should the Insured Party not be satisfied with the Company's response, he/she may contact the IVASS, Servizio Tutela degli Utenti, Via del Quirinale, 21, - 00187 - Rome, fax 06.42133206, PEC: ivass@pec.ivass.it, using the 'specific form called "Allegato 2" (available from the website www.ivass.it, section "Complaints guide", "How to lodge a complaint") accompanying the file with the documentation relating to the complaint handled by the Company.
BEFORE RESORTING TO THE JUDICIAL AUTHORITY, it is possible to make use of alternative dispute resolution systems, such as:	
Mediation	By consulting a Mediation Body among those on the list of the Ministry of Justice, available on the Web site www.giustizia.it. (Law 9/8/2013, N. 98).
Assisted negotiation	By request of your own lawyer to the Company.
Other alternative systems of solving disputes	Having verified the validity of the right to compensation by the insured, disputes of a medical nature are referred in writing to a Board of three Doctors, appointed one on each side and the third by mutual agreement or, otherwise, by the Board of Medical Association having jurisdiction in the place where the College is to meet. For the resolution of cross-border disputes, it is possible to lodge a complaint with IVASS directly to the competent foreign system by requesting the activation of the FIN-NET procedure or the applicable legislation.

FOR THIS CONTRACT, THE COMPANY MAKES AN INTERNET AREA AVAILABLE THAT IS RESERVED TO THE POLICY HOLDER (so-called *HOME INSURANCE*), SO AFTER THE SUBSCRIPTION YOU CAN CONSULT THIS AREA AND USE IT TO MANAGE THE SAME CONTRACT VIA COMPUTER.

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SECTION I –GLOSSARY AND DEFINITIONS

In order to facilitate the reading and understanding of this document, the explanation of some terms of the insurance glossary is provided below, as well as those terms that have a specific meaning within the policy. When the terms referred to in this section are indicated, within the policy, they take on the meaning indicated below.

Ambulatory: the medical structure or center duly equipped and authorized to provide healthcare services as well as the professional medical studio legally authorized for the exercise of the individual medical profession;
Appendix Adjustment: a document in which the Company, on a monthly basis, indicates to the policyholder the number of names reported and included in the insurance as well as the and the amount of the premium due to integration of the minimum premium;
Insured Party: the person whose interest is protected by the insurance or any person enrolled in the trip organized by the contractor and regularly notified to the Company;
Insurance: the insurance contract;
Assistance: timely help, in cash or in kind, provided to the insured party who is in difficulty following the occurrence of an accident;
Acts of terrorism: an action in the public domain - including serious forms of illegitimate violence against a community (or part of it) and its assets - aimed at causing terror in the members of an organized community and/or destabilizing the established order and/or to limit individual freedoms (including that of worship), through attacks, kidnappings, hijacking of planes, ships, etc. and similar acts provided they are capable of endangering the life of individuals;
Breakage: Any damage to baggage due to breaking, collisions, impacts against fixed or mobile objects;
Baggage: clothing, sporting items and personal hygiene items, photographic and optical equipment, radio and television sets and electronic equipment and the suitcase, bag, backpack that can contain them and that the insured party carries with her/him while traveling;
Operations Center: the structure of the Company made up of technicians and operators, operating 24 hours a day every day of the year that provides telephone contact with the Insured Party and organizes and provides the assistance benefits;
Travelling companion: The insured person who, despite not having any family ties with the Insured party who suffered the event, is regularly registered on the same trip as the Insured Party;
Policyholder: the natural or legal person who stipulates the insurance contract;
Day hospital: day hospitalization, with bed without overnight stay, for medical services that are:

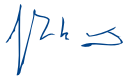
- referring to therapies (with the exception of investigations for diagnostic purposes, including preventive ones);
- documented by medical records;
- practiced in a hospital, clinical institution or nursing home.

Variable Data: means the variable risk elements aimed at regulating the premium and the relative adjustment, or the number of policyholders and/or the insured assets for which the insurance coverage is provided which must be communicated by the Policyholder according to the procedures set out in the Contract;
Domicile: the place of residence, even temporary, of the insured party;
Contract duration: the period of validity of the contract chosen by the insured party;
Europe: all the countries of Europe and the Mediterranean basin with the exception of the Russian Federation.
Abroad: all states other than those indicated in the definition of Italy;
Family members: spouse/common law spouses, parents, brothers, sisters, children, in-laws, genders, daughters-in-law, grandparents, uncles and nephews up to the 3rd degree of kinship, brothers-in-law;
Revenues: the total amount realized by the policyholder during the duration of the policy;
Deductible: pre-established amount which is still to be paid by the insured party for each claim;
Theft: it is the crime provided for by art. 624 of the Italian Criminal Code, perpetrated by anyone who takes possession of the movable property of others, stealing it from whoever holds it, in order to profit from it for himself or for others;
Breakdown: damage suffered by the vehicle due to wear, defect, breakage, failure of its parts (with the exclusion of any routine maintenance), such as to make it impossible for the insured party to use it in normal conditions;
Company: Nobis Compagnia di Assicurazioni S.p.A.;
Fire: spontaneous combustion with the development of flames;
Accident: the event, suffered by the vehicle, due to unforeseeable circumstances, inexperience, negligence, failure to comply with rules or regulations, connected with road traffic, as defined by law, which causes damage to the vehicle such as to make it impossible to use it in normal conditions;
Compensation or Indemnity: the sum due by the Company in the event of a claim covered by the policy guarantees;
Accident: event due to a fortuitous, violent and external cause, which produces objectively verifiable physical injuries which result in death or permanent disability or temporary total or partial disability;
Surgical operation: medical act performed in the operating room of a health institution or an outpatient clinic equipped if necessary, which can be pursued through a bloody action on the tissues or through the use of mechanical, thermal or light energy sources. For insurance purposes, the bloodless reduction of fractures and dislocations is also considered equivalent to a surgical operation;
Permanent Disability: the definitive and irremediable loss or decline following an accident or illness of the ability to carry out any profitable work, regardless of the profession performed;
Healthcare institution: the hospital, the nursing home, the scientific hospitalization and treatment institutes (IRCCS), the university clinic, duly authorized by the competent authorities - based on legal requirements - for the provision of hospital care. Spas, rehabilitation and reeducation healthcare facilities, nursing homes for the elderly (RSA), clinics with dietary and aesthetic purposes as well as centers, however intended, providing the benefits defined in Art. 2 of the Law 03/15/2010 No. 38 are excluded;
Italy: the territory of the Italian Republic, the Vatican City and the Republic of San Marino;
Illness: any alteration of the state of health not caused by an accident;
Pre-existing illness: illness that is the expression or direct consequence of pathological situations that arose prior to the stipulation of the policy.

Maximum: sum up to which the Company is liable for each claim in the insurance;
Medicines: those described in the Annuario Italiano dei Medicamenti. (Italian Medicines Yearbook) are considered as such. Therefore, parapharmaceutical, homeopathic, cosmetic, dietary, galenic, etc. products are not considered medicines, even if prescribed by a physician;
World: all countries of the world;
Household: The spouse, common in law spouse and children cohabiting with the Insured Party;
Policy: the document that proves the insurance;
Premium: the sum owed by the Policyholder to the Company;
Definitive premium: The amount of the policy premium payable by the policyholder to the Company based on the number of names specifically communicated or, in the case of the policy, at the rate, multiplying the gross annual rate indicated in the policy by the actual revenues realized by the policyholder in the duration period of the policy;
Minimum premium: The amount of the policy premium due in any case by the contractor to the Company, regardless of the number of names actually communicated or in the case of the policy at the rate, the actual amount of revenues during the duration period of the policy;
Quarantine: mandatory home isolation, which involves one or more people, with or without health surveillance aimed at the subsequent ascertainment of the actual infection from Covid-19;
Robbery: the stealing of movable property from whoever holds it, through violence or threats to his person;
Residence: the place where the natural/legal person has his/her habitual residence/registered office as shown in the registry office certificate;
Hospitalization: hospital stay, involving an overnight stay, in a public or private healthcare institution - duly authorized to provide hospital care;
Risk: probability of the harmful event against which the insurance is provided shall occur;
Uncovered portion: the part of the damage that can be compensated under the terms of the policy that the policyholder bears for each claim;
Tourist Services: Airline passes, hotel accommodation, transfers, car rentals, etc. sold by the contracting party to the insured party;
Accident: the occurrence of the damaging fact for which the insurance warranty is provided.
Unsuccessful party expenses: expenses that the losing party is ordered to reimburse to the victorious party in the civil proceedings;
Gross Rate: the multiplier to be applied to the Contracting party's revenues through which to determine the Definitive Premium;
Third party: as a rule, the following do not hold the qualification of third parties: a) the spouse, parents, children of the insured party as well as any other related or relative cohabiting with him and resulting from the family status; b) employees of the insured party who suffer damage during work or service;
Vehicle: mechanical means of transport driven by the Insured Party, powered by a motor and intended for use on roads, public areas as well as private ones;
Trip/Rental: the movement and/or stay of the Insured Party for tourism, study and business purposes organized by the Policyholder; the trip rental begins later at the time of check-in (if by plane), upon entering the hotel/apartment (if only for accommodation), upon boarding (if by ship or ferry), upon accommodation in the train car (if with train).

Nobis Compagnia di Assicurazioni S.p.A. is responsible for the truthfulness and completeness of the data and information contained in this Information Set.

The Legal Representative
Dr. Giorgio Introvigne



SECTION II – INSURANCE CONDITIONS

Insurance Conditions Travel Insurance-Filo diretto Travel Mod. 6003 ed. 2023-06 – Last update 01/06/2023

In this section, the Policyholder shall find the rules governing the relationship between the company and the Policyholder itself, providing for rights and obligations of the parties.

Art. 1 - DETERMINATION OF THE PREMIUM - DECLARATIONS RELATING TO THE CIRCUMSTANCES OF THE RISK

The premium is determined on the basis of the data indicated on the Policy Schedule, with reference to the following variables that are particular to each insured trip, during the trip, the maximum chosen and the number of Insured Parties.

The Policyholder is required to immediately notify the Company of any changes that have occurred during the course of the contract. In the event of inaccurate or reticent statements by the Policyholder, made at the time of signing the contract, relating to circumstances that affect the risk assessment, or failure to communicate any change in the circumstances themselves that entail an increase of the risk, the payment of the damage shall not be due or shall be due to a reduced extent in application of the provisions of Articles 1892 - 1893 - 1894 and 1898 of the Italian Civil Code.

Art. 2 - EXCLUSION OF ALTERNATIVE COMPENSATIONS

If the Insured Party does not benefit from one or more services, the Company is not required to provide compensation or alternative services as a compensation.

Art. 3 - BEGINNING OF THE VALIDITY OF THE GUARANTEES AND THEIR DURATION

The duration of the coverage is that stated in the application communicated by the Policyholder for each individual Insured Party through the appropriate online system made available to the Company provided that all the rules of recruitment and communication by the Policyholder have been complied with.

The Cancellation guarantee starts from the date of booking the trip, through the payment of the insurance premium by the Policyholder or the Insured Party and ends when the Insured Party begins to use the first service purchased by the Policyholder.

The other guarantees are valid during the course of the trip (from the moment in which the traveller begins to use the first tourist service purchased by the Policyholder to the moment in which the last tourist service purchased by the Policyholder ends) with the exception of those guarantees that follow the specific legislation indicated in the individual chapters and in any case without prejudice to a maximum duration that may not exceed a number of days equal to thirty unless there are specific regulations in derogation from that indicated in the individual chapters.

In the event that the Trip Cancellation guarantee is in force, the Policyholders must comply with this policy at the time of booking (confirmation of the tourist services purchased) of the trip.

Please note that, in accordance with the provisions of this contract, if the travel cancellation guarantee has been chosen, persons who are not residents in Italy cannot be insured.

This policy is valid only if combined (on an ancillary basis) with the sale of a trip/stay organized by the Policyholder.

Art. 4 - OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A Claim

In the event of a claim, the Insured Party shall inform the Company by either written means or by telephone in accordance with the procedures provided for by the individual guarantee. The failure to fulfil this obligation may entail the total or partial loss of the compensation in accordance with Art. 1915 of the Italian Civil Code.

Art. 5 – TERRITORIAL EXTENSION

The insurance is valid in the country or group of countries where the trip is made and where the Insured Party has incurred the accident that gave rise to the right to the benefit. In the case of travel by plane, train, bus or ship, the insurance is valid from the departure station (airport, railway, etc. of the organized trip) to the arrival station at the end of the trip. The insurance is valid in any case only for events occurring at a distance of more than 50 km from the place of residence, with the exception of the Cancellation guarantee. The guarantees are not provided in Antarctica and in the Southern Ocean and in countries that were in a state of war, whether declared or de facto, including the countries indicated in the JCC Global Cargo report on the website https://watchlists.ihsmarkit.com which at the time of departure report a degree of risk equal to or greater than "4.0". Countries whose condition of belligerence has been made public are also considered to be in a state of declared or de facto belligerence.

Please note that, pursuant to this contract, non-residents of Italy cannot be insured for the travel cancellation guarantee.

Art. 6 - CLAIMS SETTLEMENT CRITERIA

The payment of the amount due contractually is made upon the submission in original of the relative duly receipted billing notices, invoices and receipts. At the request of the Insured Party, the Company shall return the aforementioned originals, after affixing the settlement date and the paid amount.

If the Insured Party has submitted the original of the notes, bills and receipts to third parties in order to obtain reimbursement, the Company will make the payment of the amount due under this contract upon demonstration of the costs actually incurred, net of the amount charged to the aforementioned third parties. Refunds will always be made in Euros.

The Company shall reimburse the Insured Party only after the complete submission of the required documentation necessary for the assessment of the claim.

Art. 7 - SETTLEMENT OF DAMAGES/APPOINTMENT OF EXPERTS

The quantification of the damage shall be carried out by the Company through a direct agreement between the Parties or, failing that, established by two Experts appointed one for each party. In the event of a disagreement they shall elect a Third one. If one of the two Parties fails to appoint its own Expert or there is no agreement on the choice of the third expert, the appointment will be made by the President of the Court in whose jurisdiction the Company's registered office is located. Each of the Parties shall bear the expense of its own Expert and half of that of the Third Expert. Decisions shall be taken by majority with exemption from all legal formalities and shall be binding on the Parties, who as of now waive any appeal except in cases of violence, wilful misconduct, error or breach of contractual agreements.

In any case, the Parties or one of them shall have the right to apply directly to the judicial authority for the protection of their own rights.

Art. 8 –LAW - JURISDICTION
The Parties agree that this contract shall be governed by Italian law. The Parties also agree that any dispute arising from this contract shall be subject to Italian jurisdiction.

Art. 9 - INTEGRATION OF CLAIM FILING DOCUMENTATION
The Insured Party acknowledges and expressly grants Nobis Compagnia di Assicurazioni the right to request, in order to facilitate the settlement of the damage, additional documentation other than that indicated in the individual guarantee/benefit. Failure to submit documents relating to the specific case may result in the total or partial forfeiture of the right to reimbursement.

Art. 10 - OBLIGATIONS OF THE POLICYHOLDER
The Policyholder :

- in the event that the agreements entered into with the Company provide for a mandatory automatic inclusion of all travellers, to insure all customers who purchase their own organization's trip with this policy;
- in the event that the agreements entered into with the Company, provide for the faculty of the traveller with the right to adhere to the coverage offered by this contract, to propose this policy to all its customers;
- to make the "Information Set" including the "Policy Schedule" and the "Questionnaire for the identification of the Insured Party's needs" relating to this policy, available to all Insured Parties in paper or electronic format and before signing the contract.

Art. 11 - CUMULATION CLAUSE
It is agreed that in the event of an event that affects several Insured Parties with the Company, the maximum outlay of the latter may not exceed the amount
of € 1,000,000.00 per event, except as provided for the Accidents coverage.
If the amounts to be paid on contractual terms exceed the limits indicated above, the indemnities due to each Insured Party shall be reduced proportionally.

Art. 12 –NON-PAYMENT - EVEN PARTIAL - OF THE PREMIUM
Should the Policyholder fail to pay the premium due upon signing the contract or two or more successive premium instalments within the agreed time periods or fail to pay the part of the variable premium in the manner and within the established time limits or does not make any communication regarding the Variable Data or carries out it in a qualitatively and quantitatively incomplete measure or with a delay with respect to the contractual time periods, the Company shall have the right to declare the suspension of the effects of the insurance coverage, by registered letter with return receipt , (with the exception of the "Personal Care" benefits indicated in the guarantee, where applicable) starting from the date of receipt of the communication itself, putting the Policyholder in breach and, if this non-performance persists within 15 days of receipt of the aforementioned communication, declare the termination of the contract in the same terms, configuring this conduct by the Policyholder a serious breach of obligations assumed pursuant to Art. 1455 et seq. of the Italian Civil Code, without prejudice to any other right also aimed at compensating for the damage suffered. The suspension and/or termination of the effects of this Contract has effect and value not only for the Policyholder but also for the Insured Party and the latter will be duly informed by the Policyholder of this circumstance, the Policyholder holding the Company harmless from any and all prejudice that might result from failure to comply with this obligation.
In the event of failure to communicate the Variable Adjustment Data or failure to pay the adjustment premium within the agreed terms, without prejudice to the suspension of the guarantee, it is expressly agreed that any claims occurring in the period to which the failure to settle refers will not be indemnified and/or paid by the Company to the Policyholder and/or to the Insured Party.
Likewise - if, upon the occurrence of one of the events provided for in this article, an immediate and complete definition of the Policyholder's debt position does not follow - the Company subsequently reserves the right to settle claims in proportion to the collections actually recorded.

Art. 13 –IMPACT AS CONCERNS THE INSURED PARTY
The Contractor undertakes to inform the Insured Party, at the time of his/her adherence to the policy, that the insurance guarantee referred to in this Contract will be suspended by the Company, in addition to the hypotheses provided for by the existing code-related regulations, upon the occurrence of the hypotheses referred to in Art. 12, i.e. for example in the event that the Contractor does not make any communication regarding the Variable Data and/or makes it in a qualitatively and quantitatively incomplete manner or with a delay with respect to the contractually envisaged terms, the Company being able to declare the termination of the contract owing to the continuation of the non-performance. And this also in the event of non-payment of the premium and/or of the premium instalments subsequent to the scheduled monthly deadlines or of the sums due for adjustment by the Policyholder and in any case in all cases in which the Policyholder is in breach of the obligations referred to in this contract.
The Policyholder shall also undertake to inform the Insured Party of the provisions of the last paragraph of the preceding article and to hold the Company harmless from any and all requests and/or complaints might may be received by the Insured Party.

Art. 14 –SPECIFIC DETAILS RELATING TO THE "TRAVEL CANCELLATION" GUARANTEE
(this item takes effect wherever the guarantee is provided for in the policy)
Upon the occurrence of one of the events provided for in the aforesaid Art. 12, the Policyholder shall undertake to hold the Company harmless from any claim - including economic ones - that may be advanced by its customers in the event of a request for activation of the "Trip Cancellation" guarantee, provided that the claims affecting the guarantee in question they originate directly and exclusively from the application of the penalty for withdrawal from the travel contract by the Policyholder itself.

Art. 15 - EXCLUSIONS AND LIMITS THAT ARE VALID FOR ALL GUARANTEES

All of the benefits that are not due for claims caused by:

- a state of war, revolution, riots or popular movements, looting, vandalism, strikes;
- acts of terrorism with the exception of the Assistance and Medical Expenses guarantees and the provisions of the Trip Cancellation guarantee;
- earthquakes, tsunamis, anomalous waves, floods, floods, volcanic eruptions and other atmospheric phenomena declared natural disasters as well as phenomena occurring in connection with the transformation or energetic settlements of the atom, natural or artificially caused;
- wilful misconduct or gross negligence by the Policyholder or the Insured Party;
- travel undertaken against medical advice or, in any case, with pathologies in an acute phase or for the purpose of undergoing medical / surgical treatments;
- travel to a territory where a prohibition or limitation (even temporary) issued by a competent public authority is in effect;
- extreme trips in remote areas, reachable only with the use of special emergency vehicles;
- pollution of any kind, infiltration, contamination of the air, water, soil, subsoil, or any environmental damage;
- bankruptcy of the Carrier, the travel organizer or any supplier;
- errors or omissions when booking or inability to obtain a visa or passport;
- suicide or suicide attempt;
- illnesses with symptoms in progress at the time of signing the policy for the "Trip Cancellation" guarantee and the departure of the trip for the "Reimbursement of medical expenses" and "Personal assistance" guarantees;
- pathologies attributable to complications of the state of pregnancy beyond the 24th week;
- voluntary termination of pregnancy, removal and / or transplantation of organs;
- non-therapeutic use of drugs or narcotic substances, drug addiction to alcohol and drugs, HIV-related diseases, AIDS, mental disorders and psychic disorders in general, including psychotic and / or neurotic behaviours;
- pandemics and/or epidemics and / or provisions of the Authorities (including Health authorities), it being expressly understood that this exclusion shall not operate in relation to facts directly linked to the virus which is currently in circulation and called "Covid-19"
- quarantines which are the cause of the cancellation of the trip, which concern the place of residence and/or that of departure and/or that of transit and/or that of destination of the trip purchased by the Insured Party, with the exception of the guarantee provided for in the "Interruption of Stay following Quarantine" Chapter;
- practice of sports such as: mountaineering with climbs above the third degree, free climbing, jumps from the trampoline with skis or hydro-skis, acrobatic and extreme skiing, archery, cycling activities, caving, off-piste skiing, skiing mountaineering, freestyle skiing, water skiing, bobsleigh, river canoeing beyond the third degree, descent of river rapids, rafting, Canyoning, kite-surfing, hydrospeed rafting, jumps into the void (bungee jumping), parachuting, hang gliding, air sports in general, boxing, fight, martial arts, boxing, American football, beach soccer, snowboard, rugby, ice hockey, scuba diving, heavy athletics, equestrian activities, karting, jet skis, slide rails, trekking at higher altitudes at 3,000 meters above sea level, hunting, shooting with rifles;
- acts of recklessness;
- sporting activities carried out on a professional basis and/or participation in sports competitions or competitions, including tests and training carried out under the aegis of federations;
- motorbike, motorboat racing or events including jet skis, sledges and related tests and training;
- infectious diseases when assistance is prevented by national or international health regulations;
- childbirth (early, premature or not) during the trip;
- carrying out activities that involve the direct use of explosives or firearms;
- events that occur in countries in a state of war making it impossible to provide assistance.

This policy is valid only if combined (on an ancillary basis) with the sale of a trip made by the Policyholder.

It is not allowed to issue multiple applications to guarantee the same risk in order to raise the ceilings of the specific guarantees and the cumulative risk contractually provided for.

Adherence to this policy cannot in any way be issued to extend a risk (i.e. the trip) already in progress and it is expressly understood that adherence to this policy must necessarily take place before the start of the trip. If the issue occurs after the departure date of the trip, the contract and the single application issued will be deemed to have no effect and the Company will refund the policy premium.

All claims relating to events occurring outside the period of use of the tourist service provided by the organizer of the Trip Contracting this policy are excluded.

With regard to the sale of transport-only services, this policy is valid only during the period between the departure date and the return date indicated in the ticket and in any case within the maximum limit indicated in the application and with a maximum of thirty consecutive days.

With regard to the travel cancellation guarantee, claims relating to coverage of tourist services not purchased by the Policyholder who issued the application are excluded.

With regard to the travel cancellation guarantee, claims relating to coverage of services not forming part of the travel booking are excluded.

The guarantees are not provided in Antarctica and in the Southern Ocean and in countries that were in a state of war, declared or de facto, including the countries indicated in the **JCC Global Cargo** report on the **https://watchlists.ihsmarkit.com** website which at the time of departure report a degree of risk equal to or greater than "4.0". Countries whose condition of belligerence has been made public are also considered to be in a state of declared or de facto belligerence.

SECTION III – GUARANTEES OFFERED BY THE INSURANCE

This section is divided into 18 main chapters (Medical expenses - Hospitalization allowance - Convalescence allowance - Personal assistance - Baggage - Trip cancellation (Named risks/All risks) - Trip cancellation due to delayed departure - Repeat trip - Flight delay - Trip re-routing - Accidents - Legal protection - Civil liability - Vehicle assistance - Home assistance for family members who stay at home - Trip interruption following quarantine - Loss of connecting flight - Home assistance) governing the guarantees, what is covered by this Insurance including the related benefits, limits and exclusions.

CHAPTER 1 – MEDICAL EXPENSES

This guarantee is valid and effective only if it has been referred to in the policy schedule and the related premium has been paid.

Art. 1 – WHAT IS BEING INSURED

Within the limit of the maximum limits per Insured Party referred to in the policy sheet, medical expenses that are ascertained and documented incurred by the Insured Party, during the trip, for urgent, non-postponable and unpredictable treatment or interventions, which occurred during the period of validity of the guarantee, shall be reimbursed.
The guarantee includes:

- costs of hospitalization in a health institution;
- surgery costs and medical fees as a result of illness or injury;
- costs for outpatient medical examinations, diagnostic tests and laboratory tests (as long as they are relevant to the reported illness or injury) within the limit of € 1,500.00;
- costs for medicines prescribed by the local physician (as long as they are relevant to the reported illness or accident) within the limit of € 1,000.00;
- medical expenses incurred on board a ship within the limit of € 800.00;
- costs for urgent dental treatment, only following an accident, up to € 200.00 per Insured Party;
- transport costs from the place of the accident to the nearest health care institution, up to € 5,000.00.

In the event of hospitalization or in the event of a day hospital following an accident or illness eligible for compensation under the terms of the policy, the Operations Center, upon request of the Insured Party, will arrange for the direct payment of medical expenses. In cases where the Company cannot make direct payment, the costs will be reimbursed under the terms of the policy as long as authorized by the Operations Center that has been contacted in advance.
In any case, the Insured Party, who will have to pay them directly on the spot, is still responsible for any excess to the limits set out in the policy and the relative deductibles.
For amounts exceeding € 1,000.00, the Insured Party must request prior authorization from the Operations Center.
Medical expenses incurred in Italy only for cases of accidents occurring during the trip will be reimbursed within the limit of € 1,000.00, provided they are incurred within 30 days from the date of return.
The Organized Health Transport benefits referred to in Art. 4.10 and Return of the Convalescent Traveller referred to in Art. 4.16.

Art. 1.2 – DEDUCTIBLES AND UNCOVERED PORTI0NS

An absolute deductible of € 70.00 will be applied for each claim, which shall remain the responsibility of the Insured Party, except in cases of hospitalization and day hospital for which no deductible will be applied.
For claims with an amount greater than € 1,000.00 in the event of a lack of any authorization by the Operations Center, an uncovered deduction equal to 25% of the amount to be repaid with a minimum of € 70.00 shall be applied.
It remains understood that for amounts greater than € 1,000.00 no reimbursement shall be due if the Insured Party is unable to prove the payment of medical expenses incurred by bank transfers or credit cards.

Art. 1.3 –EXCLUSIONS AND SPECIFIC LIMITS FOR THE MEDICAL EXPENSES GUARANTEE

In addition to the exclusions provided for by the common rules of guarantees, expenses for physiotherapy, nursing, spa, slimming treatments and for the elimination of congenital physical defects are excluded; expenses relating to glasses, contact lenses, prostheses and therapeutic devices and those relating to interventions or applications of an aesthetic nature. The insurance does not cover expenses incurred for voluntary termination of pregnancy as well as for the benefits and therapies relating to fertility and/or sterility and/or impotence.
Expenses are also excluded if the Insured Party has not reported the hospitalization (including that in the Day Hospitals) or first aid benefits to the Operations Center;
If the Insured Party intends to make use of hospital/medical facilities that are not part of the Network that has an agreement with the Company, the maximum outlay of Nobis Compagnia di Assicurazioni S.p.A. may not exceed the amount of € 300,000.00 without prejudice to the limit of the ceiling indicated in the policy.
In Italy, if the Insured Party makes use of the National Health Service, the guarantee will be valid for any expenses or excess costs remaining to be borne by the Insured Party. The Medical Expenses guarantee is effective for a period no longer than110 overall days of hospital recovery.
It is understood that upon the occurrence of one of the cases provided for in the fourth and fifth paragraphs of Art. 4.28, no further requests relating to medical expenses will be taken over by the Company.

CHAPTER 2 – DAILY ALLOWANCE FOR HOSPITALIZATION FOLLOWING COVID-19 INFECTION

This coverage is valid as a result of COVID-19 infection, provided that the diagnosis occurs during the course of the trip and that the infection leads to a consequent hospitalization in a healthcare institution.

Art. 2.1 – WHAT IS BEING INSURED

In accordance with the terms of the Insurance Conditions, the Company shall grant a lump sum indemnity for each day of hospitalization at a health care institution **arranged as a direct and exclusive consequence of the contagion from**

COVID-19 (so-called Coronavirus) suffered by the Insured Party, regardless of expenses incurred, to the extent of the benefit indicated below.

Art. 2.2 – BENEFITS
If the Insured Party is hospitalized for more than 5 days, the Company shall pay for each subsequent day of hospitalization (i.e. starting from the sixth day of hospitalization) an amount equal to € 100.00 for a maximum number of days equal to 10. **As a consequence of the above, therefore, the maximum sum payable by each Insured Party during the validity of the policy cannot exceed the amount of € 1,000.00.**

CHAPTER 3 –CONVALESCENCE INDEMNITY

This coverage is valid following a COVID-19 infection, provided that the diagnosis takes place during the course of the trip and that the infection results in a consequent hospitalization in an Intensive Care unit of a hospital.

Art. 3.1 – WHAT IS BEING INSURED
The Company shall pay the Insured Party a fixed and predetermined convalescence indemnity equal to € 1,500.00 at the time of the Insured Party's discharge from the Intensive Care Department of the hospital in which he/she was hospitalized following the Covid-19 infection. This benefit will only be effective if the Insured Party, during the aforementioned hospitalization, was hospitalized in an intensive care unit, as resulting from the medical record which must be submitted in full at the time of filling the claim.

CHAPTER 4 –PERSONAL CARE

This guarantee is valid and effective only if it has been referred to in the policy schedule and the related premium has been paid. Service activities included in the personal assistance guarantee are offered free of charge.

Art. 4.1 – WHAT IS BEING INSURED
The Company undertakes, within the limits agreed in the policy, to make the insured benefit immediately available to the Insured Party, through the use of personnel and equipment from the Operations Center, in the event that the Insured Party finds himself/herself in difficulty as a result the occurrence of a fortuitous and unforeseeable event at the time of signing the policy. The aid may consist of benefits in cash or in kind.

Art. 4.2 - MEDICAL CONSULTANCY BY TELEPHONE
If, following illness or injury, it is necessary to ascertain the state of health of the Insured Party, the Company shall make the Medical Service of the Operations Center available for the contacts or investigations necessary to deal with the first health emergency.

Art. 4.3 - SENDING A PHYSICIAN TO ITALY IN THE EVENT OF AN EMERGENCY
Should the Insured Party, while traveling in Italy, require a physician and cannot find one, the Company through the Operations Center shall make is own medical service available to the Insured Party, at night (from 10:00 pm to 8:00 am) and 24 hours a day on Saturdays and holidays, which guarantees the availability of general practitioners who are ready to intervene at the time of the request. By calling the Operations Center and following an initial telephone diagnosis with the internal physicians on call, the Company will send the requested physician free-of-charge.
In case of immediate unavailability of a physician and should circumstances make this necessary, the Company will organize the transfer, by ambulance, of the patient to an emergency room at its own expense.

Art. 4.4 - SENDING A PEDIATRICIAN IN the event of an emergency
Should the Insured Party, during his/her stay in Italy, require a paediatrician and is unable to find it, the Company shall after contacting the Operations Center and following an initial telephone diagnosis with the on-call physician, send the paediatrician free-of-charge to the domicile of the Insured Party This benefit is only valid once during the coverage period. In the event of immediate unavailability of a physician and should circumstances make it necessary, the Company will organize the transfer, by ambulance, of the patient to an emergency room at its own expense.

Art 4.5 –PSYCHOLOGICAL CONSULTANCY IN CASE OF COVID-19 INFECTION
The Operations Center makes its staff specialized in psychological consultations available, from 9:00 am to 6:00 pm, from Monday to Friday, so that that the Insured Party can receive initial support and the most appropriate indications regarding the methods of managing his own psychological distress. or of the members of the family unit.
This benefit is valid only in the case of hospitalization following COVID-19 infection.

Art 4.6 – Second Opinion in the event of a covid-19 infection
The Operational Center makes its own medical service available 24 hours a day so that the Insured Party can send a copy of his medical record and obtain a second opinion from the Company, also with the support of specialist physicians of healthcare structures that have an agreement with the Company, about the diagnostic and therapeutic course of care undertaken.
This benefit is valid only in the case of hospitalization following COVID-19 infection.

Art 4.7 –EMERGENCY NUMBER INFORMATION IN THE EVENT OF A COVID-19 INFECTION
The Company, through its Operations Center which operates 24 hours a day and following a request from the Insured Party, will communicate by telephone those telephone numbers set up by the regulatory Authorities for the management of the events relating to the Covid-19 infection (so-called Coronavirus) and for the related reports.

Art. 4.8 - RECOMmENDATION OF A PHYSICIAN WHILE ABROAD
When the need arises for the Insured Party to undergo a medical examination after a medical consultation (see the "Telephone medical advice" benefit), the Operational Center will recommend a physician in the area where the Insured Party is located compatibly with local availability.

Art. 4.9 - MONITORING OF A HOSPITALIZATION
If the Insured Party is hospitalized, the Operational Center Medical Service shall be available as a point of reference for any communications and updates on the clinical course to be given to the Insured Party's family members.

Art. 4.10 - ORGANIZATION OF A MEDICAL TRANSPORT
The Medical Service of the Operations Center, following an accident or illness of the Insured Party, which involve infirmities or injuries that cannot be treated on-site or which prevent the continuation of the trip and / or stay, after possible consultation with the local physician and, if necessary/possible, that of the family, will organize - upon receipt of medical documentation issued on site certifying the nature of the pathology - the Transport or medical return. Based on the seriousness of the case, the Insured Party will be transported to the hospital center most suited to his/her state of health or brought back to his/her residence.
In the opinion of the Medical Service of the Operations Center, medical transport can be organized by the following means:
- medical aircraft - airliner - sleeping car - 1st class couchette - ambulance - other means deemed suitable.
If conditions make it necessary, the transport will be carried out with the accompaniment of medical and / or paramedical staff from the Operations Center.
The return from non-European countries (meaning any country outside of Continental Europe including possessions, territories and overseas departments), excluding those of the Mediterranean basin, will be carried out exclusively by airliner. The benefits are not due if the Insured Party or his/her family members voluntarily insist upon being discharged against the advice of the medical staff of the facility where the Insured Party is hospitalized.

Art. 4.11 - RETURN OF FAMILY MEMBERS OR THE TRAVEL COMPANION
In the event of a medical transport of the Insured Party, Transport of the body of a deceased person and Return of the Convalescing person, the Operations Center will organize and the Company will take care of the return (tourist class plane or 1st class train) of family members as long as they are insured or of a travel companion. The benefit is effective if the Insured Party is unable to use the travel documents in his/her possession.

Art. 4.12 – TRANSPORTING THE BODY
In the event of the Insured Party's death during his/her trip and/or stay, the Operations Center will organize the transport of the body, completing the necessary formalities and paying the necessary and indispensable expenses (post-mortem treatment, transport coffin documentation) up to at the place of burial in the country of residence of the Insured Party. In any case, search costs, burial expenses and any recovery of the body are excluded from the guarantee.

Art. 4.13 - TRAVEL OF A FAMILY MEMBER IN CASE OF HOSPITALIZATION
In the event of the hospitalization of the Insured Party for more than 5 days, the Operations Center will organize and the Company shall pay the return trip (tourist class plane or 1st class train) and the overnight stay costs up to an amount of € 100.00 per day and for a maximum of 10 days for a family member or for another person designated by the Insured Party. The benefit will be provided only if another adult family member is not already present on site.

Art. 4.14 - ASSISTANCE TO MINOR CHILDREN
If, following an illness or accident, the Insured Party is unable to take care of minor children traveling with him/her, the Operational Center shall arrange for a family member or another person designated by the Insured Person or possibly by the spouse, to have a 1st class train return ticket or tourist class plane return ticket, to reach the minors and bring them back to their homes.
The benefit will be provided only if another adult family member is not already present on site.

Art. 4.15 – PAYMENT OF THE TRANSFER COSTS OF THE FAMILY OR TRAVEL COMPANION IN THE EVENT OF HOSPITALIZATION
The Operations Center will arrange for a family member of the Insured Party or a Travel Companion, who is also insured, to organize the transfer from the Hotel to the hospital and vice versa where the Insured Party is admitted, and the Company will pay the transfer costs within the limit of € 300.00.

Art. 4.16 - RETURN OF THE CONVALESCING TRAVELER
Whenever the state of health of the Insured Party prevents him/her from returning to his/her residence with the means initially provided, the Operations Center will organize and the Company - upon receipt of medical documentation issued locally certifying the nature of the pathology - will pay the cost of the ticket for the return journey (by tourist class plane or 1st class train).
This benefit is effective if the Insured Party is unable to use the travel tickets in his/her possession.

Art. 4.17 - EXTENSION OF THE STAY
The Operations Center will arrange for the Insured Party, family members or travel companion, who is also insured, the logistic organization for the overnight stay originating from an extension of the stay due to illness or accident of the Insured Party him/herself, against a regular medical certificate and the Company will bear the overnight stay costs up to a maximum of 10 days and in any event within the limit of € 100.00 per day.

Art. 4.18 - URGENT SHIPMENT OF MEDICINES ABROAD
The Operations Center shall, as far as possible and in compliance with the rules governing the transport of medicines and only as a result of a fortuitous event, injury or illness, provide for the shipment of medicines essential for the continuation of an ongoing therapy to their destination, in the event that, since the Insured Party is unable to dispose of these medicines, it is

impossible for him/her to obtain them locally or obtain equivalent ones. In any case, the cost of these medicines remains the responsibility of the Insured Party.

Art. 4.19 – MAKING AN INTERPRETER AVAILABLE ABROAD
The Operations Center shall, in the event of a need resulting from hospitalization abroad or judicial procedures for negligent acts occurred abroad and limited to those countries where there are our own correspondents, organize the finding of an interpreter and the Company shall bear the cost up to € 1,000.00.

Art. 4.20 - ADVANCES FOR EXPENSES FOR ITEMS OF PRIMARY IMPORTANCE
Whenever the Insured Party has to incur unforeseen expenses resulting from events of particular and proven gravity, the Operations Center will arrange for the "on-site" payment of invoices or an advance of money to the Insured Party himself/herself up to the amount of € 8,000.00 against the guarantee that can be provided at home by a third party with immediate coverage of the loan.

Art. 4.21 EARLY RETURN
The Operations Center will arrange and the Company will pay the cost of the ticket for the early return (tourist class plane or 1st class train) of the Insured Party to his/her residence, following the death or imminent danger of life in the country of residence exclusively of one of the following family members: spouse, son/daughter, brother/sister, parent, father-in-law, son-in-law, daughter-in-law, grandparents, uncles and nephews up to the 3rd degree of kinship, brothers-in-law.
Should it not be possible to carry out an immediate assessment of the case, in order to verify the actual existence of an imminent danger to life, the Company reserves the right to reimburse the amount of the travel documents after verifying the documentation submitted by the Insured Party which certifies the attributability of the case to the specific insured situation.
The benefit is also valid for material damage to the main or secondary home, to the professional office or to the company of the insured party that make his/her presence indispensable and unable to be postponed. In the event that the Insured Party is obliged to abandon his/her vehicle to return early, the Company will provide the Insured Party with a plane or train ticket to go later to retrieve the vehicle. The benefits are effective if the Insured Party is unable to use the travel documents in his possession.

Art. 4.22 - TELEPHONE/TELEGRAPHIC EXPENSES
The Company will pay for any documented expenses that may be necessary in order to contact the Operations Center up to € 100.00.

Art. 4.23 - TRANSMISSION OF URGENT MESSAGES
If the Insured Party who is in a state of need is unable to send urgent messages to people, the Operations Center will endeavour to forward these messages.

Art. 4.24 - SEARCH, RESCUE AND RECOVERY EXPENSES OF THE INSURED PARTY
In the event of an accident or illness, the Insured Party's search and rescue costs are guaranteed up to an amount of € 1,500.00 per person provided that the searches are carried out by an official body.

Art. 4.25 – ADVANCE FOR PAYMENT OF BAIL BOND ABROAD
The Company will proceed with the advance payment abroad, up to an amount of € 25,000.00, for the bail bond issued by the local authority in order to provisionally free the Insured Party. Since this amount represents only an advance, the Insured Party must designate a person who simultaneously makes the amount available to a specific bank account in the name of the Company. In the event that the bail is refunded by the local authorities, it must be returned immediately to the Company which, in turn, will dissolve the aforementioned restriction. This guarantee is not valid for occurrences resulting from the trade and sale of drugs or narcotics, or the participation of the Insured Party in political demonstrations.

Art. 4.26 – BLOCKING AND REPLACEMENT OF CREDIT CARDS
The Operations Center, in the event of theft, robbery or loss of the credit cards held by the Insured Party during the period of validity of the policy, undertakes to notify the companies issuing these credit cards, from the moment in which the Insured Party notifies the theft or the loss and at the same time undertakes actions for the cancellation and replacement of the aforesaid credit cards as well as for the request for a duplicate, where possible.

Art. 4.27 – ACTIVATION OF THE VIDEO STREAMING SERVICE AND ON-LINE NEWSPAPERS IN CASE OF HOSPITALization
In the event of hospitalization of the Insured Party during the period of validity of the coverage, the Operations Center will activate and the Company will pay the cost of the following services in favour of the Insured Party:
A temporary video streaming subscription in order to make it possible to view of entertainment programs through the Insured Party's devices;

Art. 4.28 – EXCLUSIONS AND SPECIFIC LIMITS FOR THE PERSONAL care GUARANTEE
In addition to the exclusions provided for by the common rules and standards of the guarantees, the Company shall not be liable for the expenses incurred by the Insured Party without prior authorizations from the Operations Center.
If the Insured Party does not utilize one or more benefits, the Company shall not be required to provide compensation or alternative benefits by way of compensation.
The Company shall not pay for reimbursements or compensatory indemnities for services organized by other insurance companies or other organizations, or which have not been requested in advance from the Operations Center and organized by it. The reimbursement can be paid (within the limits set by this contract) only in the event that the Operations Center, previously contacted, has authorized the Insured Party to manage the organization of the assistance service independently: in this case the original proofs of the expenses incurred by the Insured Party must be sent to the Operation Center.
In the event that the Insured Party voluntarily refuses the organized medical transport/medical return (Article 4.10), the Company shall immediately suspend the assistance and the Insured Party will no longer be able to demand anything from

the Company for any reason, reason or cause. In the event that the Insured Party, in the absence of a medical indication to the contrary, unilaterally refuses the transfer to a Healthcare Facility indicated by the Company, the latter will immediately suspend the assistance and the Insured Party may no longer demand anything for any reason, or cause from the Company. Infectious diseases are also excluded if assistance is prevented by international health regulations.

Art. 4.29 - LIABILITY
The Company declines all responsibility for delays or impediments that may arise during the execution of the Assistance services in the event of events already excluded under the Insurance Conditions and as a result of:
- local authority provisions prohibiting the planned assistance intervention;
- any fortuitous or unforeseeable circumstance;
- causes of *force majeure*.

Art. 4.30 - RESTITUTION OF TRAVEL DOCUMENTS
The Insured Party is required to deliver any unused travel tickets to the Company following the benefits he/she has utilized.

CHAPTER 5 – BAGGAGE
This guarantee is valid and effective only if it has been referred to in the policy schedule and the related premium has been paid.

Art. 5.1 – WHAT IS BEING INSURED
The Company insures within the limits indicated in the policy schedule:
- the baggage of the Insured Party against the risks of fire, theft, theft, robbery as well as loss and damage, and failure to return by the carrier.
- within the aforementioned maximum amounts, but in any case with the limit of € 300.00 per person, the reimbursement of expenses for remaking/duplication of the passport, identity card and driving license of motor vehicles and/or nautical license as a result of events described above;
- within the aforementioned maximum amounts but in any case with the limit of € 300.00 per person, the reimbursement of documented expenses for the purchase of basic necessities and items of personal use incurred by the Insured Party following total theft of baggage or delivery by the carrier more than 12 hours after the Insured Party's arrival at the destination.

Art. 5.2 – EXCLUSIONS AND SPECIFIC LIMITS FOR THE BAGGAGE GUARANTEE
In addition to the exclusions provided for by the Rules that are common to the guarantees, damages deriving from:
a) wilful misconduct, negligence, negligence, negligence of the Insured Party, as well as forgetfulness;
b) insufficient or inadequate packaging, normal wear, manufacturing defects and atmospheric events;
c) breakages and damage to baggage unless they are the result of theft, robbery, theft or are caused by the carrier;
d) theft of baggage contained inside the vehicle that is not properly locked and the theft of baggage placed on board motor vehicles or placed on external luggage racks. Furthermore, theft from 8:00 pm to 7:00 am is excluded if the luggage is not placed in a locked vehicle in a guarded parking lot;
e) money, credit cards, checks, securities and collections, samples, documents, airline tickets and any other travel document;
f) jewels, precious stones, furs and any other precious object left unattended.
g) goods purchased during the trip without regular proof of expense (invoices, receipts, etc.).
h) goods which, other than clothing and suitcases, bags and backpacks have been delivered to a transport company, including the air carrier;

Without prejudice to the insured sums and the maximum reimbursement of € 300.00 per single item, the reimbursement is limited to 50% for jewels, precious stones, watches, furs and any other precious object, photographic and optical equipment, radio and television sets and electronic equipment.
Photograph equipment (lenses, filters, speedlights, batteries, etc.) are considered as a single object.

Art. 5.3 - COMPENSATION CRITERIA
The compensation will be paid, in addition to the amount reimbursed by the air carrier or hotelier responsible for the event, up to the amount insured, based on the new value for the goods that can be proven (with invoice or receipt) that were purchased new in the three months prior to the damage, otherwise the refund will take into account the deterioration and state of use. For goods purchased during the trip, any compensation will be paid only if the Insured Party is able to provide regular proof of expenditure.

Art. 5.4 - OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM
Under the penalty of loss of the right to compensation, the Insured Party is obliged to submit a claim event report to the competent Authority by having the original issued. For damages occurring during air transport, the claim event report must be made to the appropriate airport office (LOST & FOUND) by having the PIR (PROPERTY IRREGULARITY REPORT) issued.
The insured party is also required to make a prior request for compensation to the air carrier and to produce the original of the carrier's reply letter to the Company. The Company will reimburse the Insured Party, only after the complete submission of the required documentation necessary for the assessment of the claim.

CHAPTER 6 - TRIP CANCELLATION

This guarantee is valid and effective only if it has been referred to in the policy schedule and the related premium has been paid.

Art. 6.1 –TRIP CANCELLATION ("NAMED RISKS")

The Company shall compensate, on the basis of the conditions of this policy, the Insured Party and only one travel companion as long as he/she is insured and registered on the same trip, the withdrawal charge arising from the cancellation of the tourist services, determined in accordance with the General Contract Conditions, which is a consequence of unforeseeable circumstances when booking the trip or tourist services determined by:

- death, illness (including Covid-19 infection) or injury of the Insured Party or the Travel Companion of their spouse / common law spouse, parents, brothers, sisters, children, in-laws, siblings, daughters-in-law, grandparents, uncles and nephews up to the 3rd degree of kinship, brothers-in-law, co-owner of the Insured Party's Company or of the direct superior, of such gravity as to prevent the Insured Party from undertaking the trip due to his/her health conditions or the need to provide assistance to the above persons mentioned sick or injured.
- material damage to the home, study or business of the Insured Party or his family members that make his presence indispensable and undelayable;
- inability of the Insured Party to reach the place of departure following serious natural disasters declared by the competent Authorities;
- breakdown or accident in the means of transport used by the insured party that prevents him/her from reaching the place of departure of the trip;
- summons to court or summoning of the Insured Party to be a juror, which occurred after the booking;
- theft of the Insured Party's documents necessary for expatriation, when the material impossibility of their remaking in time for departure is proven
- inability of the Insured Party to take advantage of the holidays already planned following a new hiring or dismissal by the employer;
- impossibility of reaching the chosen destination following hijacking caused by acts of air piracy;
- impossibility to undertake the trip following the change in the date: of the session of school exams or qualification to practice professional activity or participation in a public competition;
- impossibility to undertake the trip in the event that, in the 7 days prior to the departure of the Insured Party, the dog or cat owned by the latter (duly registered) must undergo a life-saving surgery that cannot be postponed due to injury or illness of the animal.
- In the event of a claim involving several Insured Parties enrolled in the same trip, the Company will reimburse all eligible family members and only one of the travel companions on the condition that they are also insured.

Art. 6.2 –ALL RISK TRIP CANCELLATION

In the event that the Policyholder has chosen and subscribed to the Trip Cancellation Guarantee in the "All Risk" form resulting from the policy schedule, Art. 6.1 is understood to be fully amended as follows:

The Company shall indemnify, on the basis of the conditions of this policy, the Insured Party and only one travel companion as long as he/she is insured and registered for the same trip, for the withdrawal charge deriving from the cancellation of the tourist services, determined in accordance with the General Contract Conditions, which is a consequence of unforeseeable circumstances when booking the trip or tourist services caused by:

- any unforeseeable event, objectively documentable, independent of the Insured Party's will and of such gravity as to prevent the Insured Party from undertaking the trip;
- the objective and extremely urgent need to provide assistance to his/her sick or injured family members.

In the event of a claim involving several Insured Party's enrolled in the same trip, the Company will reimburse all eligible family members and only one of the travel companions on the condition that they are also insured.

The inability to undertake the trip as a result of an Insured Party's or his family member's confirmed infection with Covid-19 is included in this guarantee.

Cancellations by Insured Parties owing to terrorist acts occurring after the signing of the insurance contract and in the 30 days prior to the departure date of the trip are also included in the guarantee, provided that such acts occur within a radius of 100 km from the location where the stay resulting from the booking of the insured trip was planned or from the destination airport only in case of purchase of the plane ticket only (so-called "Flight Only" formula).

Art. 6.3 - MAXIMUM AMOUNT, UNCOVERED PORTION, DEDUCTIBLES

The insurance is provided up to the total cost of the trip within the maximum amount per Insured Party indicated in the policy schedule and with the limit of € 50,000 per event (i.e. the fact that it affects one or more persons objectively connected by the purchase of the same trip booked by the Policyholder). Provided that they have been included in the total cost of the insured trip, the costs of handling the file, the fuel adjustments already foreseen at the date of issue of the policy (as long as they are shown in the booking statement) and the cost of visas are included, always excluding airport taxes if they are refundable.

The compensation will be made after deduction of the following uncovered portions:

- 20% to be calculated on the penalty applied with a minimum of € 50.00 in cases where the penalty is equal to or greater than 90%;
- 15% to be calculated on the penalty applied with a minimum of € 50.00 for all other cases, except for the causes related to Covid 19 infection;
- 30% to be calculated on the penalty applied with a minimum of € 50,00 for all cases of Covid 19 infection;

The uncovered portion will not be applied in cases of death or hospitalization of the Insured Party.

Art 6.4 – COMPENSATION CRITERIA

The Insured Party or the person acting on his/her behalf is obliged, within 24 hours of the day following the day of the event (meaning the appearance of the causes that determine the cancellation of the trip), to immediately make a report by telephone by contacting the toll-free hotline number 800.894124 or the phone number 039/9890.703 that is operational 24 hours a day

or to make the Report On-Line through the internet on the website www.nobis.it in the “Report On-Line” section by following the relative instructions.
The Insured Party is also obliged to communicate the cancellation of the trip or tourist services purchased to the organizing Tour Operator and/or to the Travel Agency where the booking was made.
In the event that the Insured Party finds himself/herself in a position to renounce the trip owing to illness or accident, without hospitalization, the Operations Center shall, with the consent of the Insured Party, send its physician free-of-charge in order to certify that the conditions of the Insured Party are such as to prevent his/her participation in the trip and to allow the opening of the claim by issuing the appropriate certificate by the physician. In this case, the refund will be made by applying the uncovered portion indicated in Article 6.3.
The Company, faced with the aforementioned request by the Insured Party, reserves the right to possibly not send its own medical consultant; in this case the opening of the claim will be carried out directly by the physician of the Operations Center. Also in this case, the refund will be made with the application of the uncovered portion indicated in Article 6.3.
If the Insured Party does not allow the Company to send its own physician free-of-charge in order to certify that the conditions of the Insured Party are such as to prevent his/her participation in the trip and/or does not report the claim by Midnight of the day following the day of the event (via Internet or by telephone), the uncovered portion to be paid by him/her shall be 30% except in cases of death or hospitalization of the Insured Party.
The Insured Party must allow the Company to carry out the investigations and assessments necessary for the settlement of the claim as well as produce to it all the documentation relating to the specific case, freeing, for this purpose, the Physicians who have visited and treated him/her possibly is freed from professional secrecy of the examination of the claim itself.
The failure to fulfil these obligations and/or if the medical officer or the Company ascertainer verifies that the conditions of the Insured Party are not such as to prevent his participation in the trip and/or in the event of the Insured Party’s failure to submit the documents required by the Company for the correct assessment of the reimbursement request may result in the total or partial loss of the right to compensation.
IMPORTANT: The compensation due to the Insured Party is equal to the withdrawal charge (i.e. the penalty provided for in the travel contract, in the event of cancellation of the same), calculated on the date on which the event occurred, or the occurrence of the circumstances which made it impossible to undertake the journey. Any higher withdrawal charge applied by the Tour Operator as a result of a delay by the Insured Party in reporting the cancellation of the trip to the Tour Operator will remain the responsibility of the Insured Party.

Art. 6.5 - THE COMPANY’S COMMITMENT
The Company, if the Insured Party reports the claim by telephone within 24 hours of the day following the day of the event, undertakes to settle the claim within 45 days from the date of the filing of the claim provided that the complete documentation arrives within the 15th day from the date of the claim filing itself.
If for reasons attributable to Nobis Compagnia di Assicurazioni S.p.A. the aforementioned settlement takes place after 45 days, the legal (compound) interest calculated on the amount to be paid will be paid to the Insured Party.
The Company’s commitment to the opening, management and eventual settlement of the claim affecting this guarantee will not be effective if the Insured Party becomes subject to a confinement (the so-called lock down) provision ordered by the Authorities (including Healthcare authorities) and relating to the place of residence and/or departure and/or transit and/or destination of the chosen journey. This agreement shall not be effective if the Insured Party, although subject to confinement, documents with appropriate medical documentation (i.e. medical records and/or instrumental and laboratory diagnostic reports) his/her own pathological condition.

Art. 6.6 - RIGHT OF SUBROGATION
For every trip cancellation, subject to a withdrawal charge of more than 50%, the Insured Party expressly acknowledges that the ownership and all rights connected to the same are understood to be transferred to the Company which may freely dispose of them on the market, acquiring them definitively and without any request for compensation of the possible payments that may arise from them by the Insured Party,

CHAPTER 7 –TRIP CANCELLATION following a DELAYED DEPARTURE
This guarantee is valid and effective only if it has been referred to in the policy schedule and the related premium has been paid.

Art. 7.1 - WHAT IS BEING INSURED
The Company shall reimburse the Insured Party 50% of the participation portion in the trip with the limit per Insured Party provided for in the Policy Schedule (excluding registration fees/costs of opening the file, refundable airport taxes, visas and insurance premiums), if the Insured Party decides not to take part in the trip itself following a delay in the departure flight of at least 8 full hours. The insurance intervenes in case of flight delay, on the day of departure, calculated on the basis of the official time communicated to the traveller with the news sheet or with the convocation fax due to reasons attributable to the airline or the tour operator or due to force majeure such as strikes, airport blockages, or inclement weather.

Art. 7.2 - EXCLUSIONS AND SPECIFIC LIMITS FOR THE TRAVEL CANCELLATION GUARANTEE
The guarantee is not effective when the scheduled flight has been definitively cancelled and not rescheduled and when the scheduled return date, resulting from the initial booking, has been postponed.
The reimbursement is provided for only in those cases where the change in the departure time has not been formalized by the airline or by the Tour Operator within the 24 hours prior to departure.
The guarantee is not effective if the delays are due to quarantines or lockdowns.

Chapter 8 – REPEAT OF TRIP

This guarantee is valid and effective only if it has been referred to in the policy schedule and the related premium has been paid.

Art. 8.1 - WHAT IS BEING INSURED

Within the maximum limit indicated in the policy schedule, the Company shall make available to the Insured Party and family members traveling with him/her, provided they are insured, an amount equal to the pro-rata value of the stay not used by the Insured Party due to the following events:

a) Use of the "Organized Medical Transport", "Body Transport" and "Early Return" benefits organized by the Operations Center which determines the return to the residence of the Insured Party;
b) Death or hospitalization for more than 5 days of a family member of the Insured Party;
c) Death or hospitalization of more than 24 hours by the Insured Party.

The amount will be made available to the Insured Party exclusively for the purchase of a trip organized by the Policyholder. The pro-rata, non-transferable and non-refundable amount must be used within 12 months from the return date.

CHAPTER 9 - FLIGHT DELAY

This guarantee is valid and effective only if it has been referred to in the policy schedule and the related premium has been paid.

Art. 9.1 - WHAT IS BEING INSURED

In the event of a delayed departure of the outbound or return flight (excluding delays incurred in intermediate stopovers and/or connections), longer than 8 full hours, the Company shall pay an indemnity to the Insured Party within the limit indicated in the policy sheet.
The calculation of the delay will be made on the basis of the actual departure time which has been made official by the carrier, with respect to the latest update of the departure time officially communicated by the Policyholder to the Insured Party at the travel agency or local correspondent, up to six hours prior to the scheduled departure time.
The guarantee is valid for delays due to any reason excluding events that are known or have occurred or strikes that are known or scheduled up to six hours prior to the scheduled departure time.
The Policyholder and the Insured Party undertake to pay the Company the amounts recovered from any person and entity in relation to the events covered by the coverage. The guarantee is effective only if the travel tickets have been issued by the Policyholder.

Art. 9.2 - EXCLUSIONS AND SPECIFIC LIMITS FOR THE COMPENSATION FOR THE FLIGHT DELAY GUARANTEE

The guarantee is not effective if the scheduled flight has been definitively cancelled and not rebooked and the expected return date, resulting from the initial booking, is postponed.
The guarantee is not effective if the Insured Party decides to renounce the trip making the possible "Trip Cancellation" guarantee operational.
The guarantee is not valid if the delays are due to quarantines or lockdowns.

CHAPTER 10 – TRIP RE-ROUTING

This guarantee is valid and effective only if it has been referred to in the policy schedule and the related premium has been paid.

Art. 10.1 - WHAT IS BEING INSURED

The Company will reimburse the Insured Party 50%, within the limit indicated in the Policy Schedule, of any higher costs incurred to purchase new travel tickets (air, sea or rail tickets), replacing those not usable due to delayed arrival of the Insured Party at the place of departure determined by one of the causes or unforeseeable events indicated in Art. 6.1 - What is covered by the Travel Cancellation Guarantee Insurance and provided that the travel tickets purchased are used to make use of the previously booked services.

Art. 10.2 –EXCLUSIONS AND SPECIFIC LIMITS FOR THE TRAVEL RE-ROUTING GUARANTEE:

The guarantee is not effective if the Insured Party decides to renounce the trip by making the possible Trip Cancellation guarantee operational.

CHAPTER 11 – ACCIDENTS

This guarantee is valid and effective only if it has been referred to in the policy schedule and the related premium has been paid.

Art.11 – WHAT IS COVERED BY THE INSURANCE

The Company shall pay the indemnities corresponding to the insured maximum amounts indicated in the policy schedule if the Insured Party suffers, during the period of validity of the guarantee, damages deriving from the direct, exclusive and objectively ascertainable consequences of the accident and which within one year, cause:

- death;
- permanent disability.

The insurance also applies to accidents that the Insured Party suffers as a passenger on scheduled and charter flights (excluding private planes), from the moment he/she gets on board an aircraft until the moment he/she disembarks and that produce objectively ascertainable physical injuries which result in death or permanent disability. The guarantee is also valid for injuries

resulting from aggression or violent acts that have a political or social motive such as, for example, attacks, piracy, sabotage, terrorism, provided that they are not consequent to war, even if not declared, to insurrection, to civil unrest.

Art. 11.2 - AGE LIMITS
Those people who have not yet reached the age of 75 at the time of signing the policy are insurable, it being understood that the insurance remains in force for those who were already previously insured.

Art. 11.3 - INSURED CAPITAL AND CUMULATION
The insured capital per Insured Party are those indicated on the policy schedule. The guarantees given are:
- Case of death
- Case of permanent disability

The two indemnities are not cumulative; in particular, if following an accident the Company liquidates compensation for permanent disability and subsequently the death of the Insured Party occurs, attributable to the same cause that gave rise to the first payment, the additional compensation will cover the difference up to the maximum insured limit.
It is agreed that in the event of an event that affects several Insured Parties with the Company, the maximum outlay of the latter may not exceed the amount of € 300,000.00 per policy and per event. If the total capital insured exceeds the limits indicated above, the indemnities due to each Insured Party shall be reduced proportionally.

Art. 11.4 - FILING THE CLAIM AND RELATED OBLIGATIONS
The claim must be filed by the Policyholder or the Insured Party to the Company, as soon as he has the opportunity, by contacting the Operations Center by telephone.
The Insured Party is in any case required to send a written filing to the Intermediary to whom the policy is assigned or to the Company within five days of becoming aware of it pursuant to Article 1913 of the Italian Civil Code. The filing of the claim must be accompanied by a medical certificate and must contain an indication of the place, day and time of the event, as well as a detailed description of its manner of occurrence. The course of the injuries must be documented by additional medical certificates. The Insured Party or, in the event of death, the indicated beneficiaries, must allow the Company to carry out the necessary investigations, evaluations and assessments.

Art. 11.5 - WAIVER OF THE RIGHT TO SUE FOR DAMAGES
The Company waives its right to sue for damages pursuant to Article 1916 of the Italian Civil Code towards third parties who are liable for the accident.

Art. 11.6 - EXCLUSIONS AND SPECIFIC LIMITS FOR THE ACCIDENT GUARANTEE
a) in addition to the exclusions provided for by the General Conditions, the guarantee is not valid for accidents resulting from:
b) driving vehicles or boats that are not for private use for which the Insured Party does not have the required qualifications;
c) driving or using, even as a passenger, underwater means of transport.

Art. 11.7 – COMPENSATION CRITERIA
In the Event of Death:
If an accident occurs, which can be indemnified under the terms of the policy, the Company shall make the payment of the insured sum to the designated beneficiaries indicated in the policy sheet, or in the absence of designation, to the testamentary or legitimate heirs.
Payment of the insured sum will take place provided that the death occurs within one year from the day of the accident, even after the expiry of the policy.
Presumed Death:
If the Insured Party's body is not found and the competent authorities have declared his presumed death, the Company shall pay the insured sum provided for in the event of death.
Permanent Disability:
In the event of an injury eligible for compensation under the terms of the policy, the Company shall make the payment of a percentage of the maximum insured for permanent disability, in proportion to the degree of permanent disability ascertained according to the criteria of the disability percentage table attached to the Presidential Decree 06/30/1965 No. 1124 and subsequent amendments, relating to the "Industry" sector with the Company waiving the application of the deductible provided therein and with the understanding that the capital will be paid instead of the income.

Art. 11.8 - DEDUCTIBLE FOR PERMANENT DISABILITY
Compensation for permanent disability is due exclusively in the event that the degree of permanent disability is greater than 5 percentage points of the total permanent disability; in this case the indemnity will be paid only for the percentage of permanent disability exceeding 5 percentage points. It is understood that for percentages of permanent disability higher than 65% the deductible will not be applied.

CHAPTER 12 – LEGAL PROTECTION
This guarantee is valid and effective only if it has been referred to in the policy schedule and the related premium has been paid.

Art. 12.1 - WHAT IS BEING INSURED
The Company shall assume at its own expenses, within the limits of the maximum amount indicated in the policy schedule and in accordance with the conditions set out in this policy, the burden of out-of-court and judicial assistance following a claim falling within the insurance coverage.
The insurance is therefore provided for the expenses, costs and fees of the professionals freely chosen by the Insured Party for:
a) the intervention of a single lawyer for each level of judgment, including the mediation procedure pursuant to Legislative Decree no. 28/2010;

b) the Court-appointed Expert (Technical Court Consultant -TCC), to the extent of the fees awarded by the judge, and the Party-appointed Technical Consultant (PTC).
c) the intervention of an informer (private investigator) to search for evidence in defence;
d) a lawyer and/or counterpart's expert, in the event of the negative outcome for the Insured Party with a judicial order to pay costs, to the extent settled by the Judge;
e) statutory or equitable arbitration procedures, including arbitration and legal actions against insurance companies (excluding Nobis Compagnia di Assicurazioni S.p.A.), aimed at recognizing the Insured Party's right to compensation and/or quantification thereof, for a litigation value of not less than € 1,000.00;
f) transactions previously authorized by the Company;
g) the formulation of appeals and requests to be submitted to the competent Authorities;
h) the intervention of a domiciliation lawyer - for civil judgments worth more than € 3,000.00 - in the event that the lawyer chosen by the Insured Party in his/her city of residence does not have a branch of the law firm in the place where the competent judicial authority is based and, therefore, must be represented by another professional; in this case, the Company will pay the latter the domiciliation rights. The charges for extrajudicial treatment and travel expenses of the insured's trusted lawyer are expressly excluded.

The Company shall also bear the costs of justice in the criminal trial (Article 535 of the Italian Code of Criminal Procedure) within the limits of the ceiling and the conditions set out in this policy.

Art. 12.2 –EXCLUSIONS AND SPECIFIC LIMITS FOR THE LEGAL PROTECTION GUARANTEE

In addition to the exclusions provided for by the Rules common to guarantees, claims deriving from:

a) the payment of fines, penalties and pecuniary sanctions in general;
b) tax charges;
c) expenses, fees and fees relating to credit recovery disputes, meaning by these both the cases in which the Insured Party holds the status of creditor and the case in which he is a taxable person in the dispute (debtor);
d) expenses, costs and fees for administrative, fiscal and tax disputes;
e) expenses, costs and fees for disputes arising from malicious acts of the insured party;
f) expenses, costs and fees for disputes relating to inheritances and / or donations;
g) expenses, costs and fees for disputes arising from the sale and / or exchange of registered real estate, land and movable property;
h) expenses, costs and fees for disputes arising from lease contracts;
i) expenses for disputes against Nobis Compagnia di Assicurazioni S.p.A .;
j) costs for disputes among Policyholders (several persons insured under the same contract);
k) registration fees;

The following claims are also excluded:

1. relating to arrears in lease contracts;
2. arising from the movement of aircraft, boats and vehicles owned and/or driven by the insured party;
3. relating to reciprocal relationships between shareholders and/or directors and/or companies, as well as mergers, transformations and any other operation relating to corporate changes;
4. concerning issues relating to the application of Art. 2114 of the Italian Civil Code ("Compulsory social security and assistance") and following, as well as disputes relating to the award of public contracts;
5. related to events occurring on the occasion of an explosion or emanation of heat or radiation from transmutation of the nucleus of the atom, as well as on the occasion of radiation caused by the artificial acceleration of atomic particles.

The guarantee only concerns claims occurring in the context of the Insured Party's private life and refers to the following cases:

a) damage suffered by the Insured Party, as a result of facts/acts of other subjects;
b) disputes for damages caused to other subjects as a result of facts/acts of the Insured Party;
c) criminal defence for culpable offense or infringement for acts committed or attributed;
d) civil and criminal litigation as a tourist on organized trips, for any culpable fact occurred during the trip. Disputes with the Tour Operator or travel agency are included;
e) disputes arising from claims for breach of contract, for which the value in dispute is not less than € 1,000.00.

Art. 12.3 - COEXISTENCE WITH CIVIL LIABILITY INSURANCE

Limited to the case in which the Insured Party has to answer for damages caused to third parties or is summoned in civil court, legal assistance is provided by the insurance company that insures Civil Liability for resistance and loss costs, pursuant to Article 1917, 3rd paragraph of the Italian Civil Code. Therefore, the Company, with the exclusion of the case of criminal charges, shall not be required to undertake any intervention except to supplement and after exhaustion of the amount owed by the insurance company providing the Civil Liability.

Art. 12.4 - EFFECTIVE DATE OF COVERAGE OF THE GUARANTEE

The guarantee is provided for claims caused by events occurring during the period of validity of the policy, precisely after midnight on the effective date of the insurance and in any case after the start of the Insured Party's trip; The facts that gave rise to the accident are understood to have occurred at the initial moment of the violation of the law or of the breach; if the fact that gives rise to the accident continues through several successive acts, it is considered to have occurred when the first of these acts was carried out. Disputes brought by or against more than one person and having as their object identical or related questions, are considered to all intents and purposes a single claim. In the event of charges against several insured persons and due to the same fact, the claim is unique for all purposes.

Art. 12.5 - MANAGEMENT OF THE CLAIM

The Insured Party, after having filed the claim with the Company, shall request for the protection of his/her interests, a lawyer chosen by him/her from among those who practice in the district of the Court where he/she has his/her domicile or the competent judicial offices. The Company will then communicate its approval and the Insured Party shall proceed with the appointment. The Company shall bear the related expenses up to the amount of the insured limit and within the limits of the conditions set out

in this policy, according to professional tables determined in accordance with the Ministerial Decree 585/94 and subsequent amendments. The Insured Party may not initiate judicial actions, reach out-of-court agreements or settlements without the prior approval from the Company (which must be received by the Insured Party within 30 days of the request) under penalty of reimbursement of expenses incurred from this and the obligation to repay any advance payments made by the Company. The refusal of approval must be communicated in the same terms and with adequate motivation. The Insured Party must send, with the utmost urgency, to the lawyer chosen by him/her all the judicial documents and the necessary documentation - relating to the claim - regularized at his/her own expenses according to the tax regulations in force. Copies of this documentation and all judicial documents prepared by the lawyer must be sent to the Company. In the event of disagreement between the Insured Party and the Company regarding the management of claims, the decision will be referred to an arbitration board composed of three arbitrators, one of which is chosen by the Insured Party, one appointed by the Company and a third party appointed jointly agreement by the Parties or, in the absence of an agreement, by the President of the competent Court pursuant to the law. Each Party will contribute half of the arbitration costs, regardless of the outcome of the arbitration.

Art.12.6 - CHOICE OF THE LAWYER
If it is not possible to settle the dispute out of court, or in the event of a conflict of interest between the Company and the Insured Party, the latter has the right to choose a lawyer of his/her choice among those who practice in the district of the court where the insured person has his/her own domicile or the competent judicial offices have their registered office, reporting his name to the Company. The power of attorney to the designated lawyer must be issued by the Insured Party, who shall also provide the necessary documentation, regularizing this at his/her own expenses in accordance with the tax rules in force.

CHAPTER 13 – CIVIL LIABILITY

This guarantee is valid and effective only if it has been referred to in the policy schedule and the related premium has been paid.

Art.13.1 - WHAT IS COVERED BY THE INSURANCE AND THE PERSONS WHO ARE INSURED
The Company undertakes, up to the maximum limits indicated in the policy schedule, to indemnify the Insured Party and hold him/her harmless for what he/she is required to pay, as civilly liable under the law, by way of compensation (capital, interest and expenses) of the damages unintentionally caused to third parties, for death, for personal injury and for damage to things and animals, as a result of an accidental event that occurred in the context of the private life during the trip.

Art. 13.2 – RISKS INCLUDED
The insurance also applies to liabilities arising:

a) from the usage of the property where the Insured Party lives during his/her stay abroad, including the related facilities, outbuildings, gardens, private roads, trees, including tall trees, sports equipment and swimming pools, fences in general, as well as automatic gates.
   If the property is part of a condominium, the Insurance includes both the damages for which the Insured Party must be personally accountable for and the proportional share of the damages deriving from the management of the common property, excluding any greater burden resulting from his joint obligation with the other condominiums.
   Also included, with the application of a deductible of € 200.00, damage resulting from water spillage, with the exclusion, however, of damage resulting from sewer regurgitation or caused by frost;
b) from intoxication or poisoning caused by food or drink prepared or administered by the Insured Party, with the exclusion, however, of such damage, where the preparation of food or the administration of drinks is the subject of the activity carried out by the Insured Party;
c) the ownership or use of rowing or sailing boats not exceeding 6.50 meters in length, provided they are not rented or rented;
d) from the ownership and/or utilization of bicycles including those with battery power assistance or for circulation as a pedestrian;
e) from the exercise of recreational sports activities provided they are not practiced under the auspices of Federations or for which the Insured Party receives some form of remuneration;
f) from the ownership, possession or use of dogs, cats, other pet but not wild animals and saddle animals in general. For damages caused by dogs, the Company shall apply a deductible of € 100.00;
g) from accidents suffered by domestic workers during the performance of their duties (excluding occupational diseases), provided that these are in compliance with the obligations all provided for by the regulations in force, none excepted, the same including the nominative report and the compulsory insurance from INAIL.
   The guarantee also includes the sums that the insured party must pay following the exercise of the right of recourse by INAIL.
   The insurance must be considered limited exclusively to the case of death and personal injury resulting in permanent disability of more than 5% calculated on the basis of the tables in the annexes of Presidential Decree 06/30/1965 No. 1124;
h) from the practice of camping, with the use of the necessary equipment or hobbies such as modelling, DIY and gardening, including the use of motor mowers;
i) from the ownership and possession of weapons, including firearms as long as they are legally held, including personal use for defence, target shooting, skeet shooting and the like, excluding the exercise of hunting activities;
j) for damage caused by being transported on motor vehicles, motor vehicles and boats owned by others, for damage caused to third parties not transported on the same with the exclusion of damage caused to the vehicles themselves;
k) interruption or suspension - total or partial - of the use of third party assets as well as industrial, commercial, artisanal, agricultural or service activities, up to 10% of the maximum insured amount, with a limit of € 15,000.00 per annual insurance period and with the deduction of an excess of € 500.00.
l) for damage to property of others deriving from the fire of the Insured Party's property or held by him. This guarantee is intended to be provided within the limits of the maximum guarantee for damage to property but with a compensation limit of € 15,000.00 per claim. If the Insured Party is already covered by a fire policy with a "THIRD ACCOUNT" guarantee, this will operate in 2nd risk, for the excess over the sums insured with the aforementioned fire policy.

Art. 13.3 - EXCLUSIONS AND SPECIFIC LIMITS FOR THE CIVIL LIABILITY GUARANTEE
In addition to the exclusions provided for by the common Rules of the guarantees, claims are excluded:

a) resulting from the exercise of professional, industrial, trade or service activities;
b) resulting from theft;
c) deriving from the ownership, possession, driving and use of motorized means of transport;
d) resulting from breaches of contractual and tax obligations;
e) of any nature and from any cause caused by: pollution of the air, water or soil;
f) resulting from extraordinary maintenance, extension, elevation or demolition works;
g) from the possession or use of explosives or radioactive substances or apparatus for the acceleration of atomic particles as well as damage that, in relation to the insured risks, have occurred in connection with phenomena of transmutation of the atom nucleus or with radiation caused by the artificial acceleration of atomic particles;
h) arising from things that the Insured Persons hold for any reason and from those transported, towed, raised, loaded or unloaded;
i) deriving from the possession for any reason of non-domestic animals;
j) resulting from the carrying out of hunting activities;
k) deriving from the dampness, dripping and in general from the unhealthiness of the rooms used for housing.

Art. 13.4 - PERSONS NOT CONSIDERED THIRD PARTIES
For the purposes of this insurance, the spouse, parents, children of the Insured Party or any other person living with him/her and resulting from the family status are not considered third parties.

Art. 13.5 – INSURED PARTY'S OBLIGATIONS IN THE EVENT OF A CLAIM
In the event of a claim, the Insured Party must give written notice to the Intermediary to whom the policy is assigned or to the Company, within three days of becoming aware of it. Failure to comply with this obligation may result in the total or partial loss of the right to compensation (Article 1915 of the Italian Civil Code).

Art. 13.6 - MANAGEMENT OF DAMAGES DISPUTES - LEGAL EXPENSES
The Company shall assume, for as long as it has an interest, the management of disputes, both out of court and judicial, both civil and criminal, on behalf of the Insured Party, designating, where necessary, lawyers or technicians and making use of all rights and actions due to the Insured Party himself/herself. The Company undertakes to defend the Insured Party in penal proceedings through the instances of judgment that are underway until the full and complete satisfaction of the claims of the injured party. The costs incurred to resist the legal action brought against the Insured Party shall be borne by the Company, within the limit of an amount equal to one quarter of the maximum amount established in the policy for the damage to which the claim refers. If the sum due to the injured party exceeds this ceiling, the expenses are divided between the Company and the Insured Party in proportion to the respective interest. The Company does not recognize expenses incurred by the Insured Party for lawyers or technicians who are not designated by it and is not liable for fines or fines or for criminal justice costs.

CHAPTER 14 – VEHICLE ASSISTANCE

This guarantee is valid and effective only if it has been referred to in the policy schedule and the related premium has been paid.
The following benefits are intended as being effective during the transfer of the Insured Party to go from his residence to the departure station of the journey (railway, sea, airport) or in the booked location and vice versa as long as they are in countries of the European Union.

Art. 14.1 - WHAT IS COVERED BY THE INSURANCE
The Company will organize and manage the benefits indicated in the following Art. 14.2 through the Operations Center, that are provided for in the event of a breakdown or accident occurring to the vehicle, it being understood that all costs resulting from the repair of the vehicle (for breakdown and/or accident, theft) will in any case always be borne by the Insured Party.

Art. 14.2 - ROAD ASSISTANCE AND TOWING
If the car becomes immobilized following a breakdown or accident, the Operations Center will send 24 hours a day and the Company will pay the relative cost for the roadside assistance vehicle at the immobilization site, to tow the car to the nearest assistance point of the manufacturer or the nearest auto repair facility or possibly to carry out small repairs on site that allow the car to resume driving independently. The costs of any spare parts used for carrying out small repairs on site and any other repair costs shall be charged to the Insured Party.
In addition, the cost of the rescue will be borne by the Insured Party if the breakdown or accident occurs outside the public road network or in equivalent areas (circuit or off-road routes).
If the car remains immobilized on the motorway in Italy, the Insured Party must call in the authorized emergency vehicles, subsequently communicating this by telephone to the Operations Center. This communication is mandatory in order to take advantage of the reimbursement of the rescue, by the Operations Center upon having received the receipt issued by the authorized rescuer.

Art. 14.3 - SENDING SPARE PARTS
The Operations Center will search for and send the spare parts necessary for the repair of the vehicle, if they are not available in the place where the breakdown or accident occurred. In case of air shipment, the spare parts will be sent to the airport closest to the place where the vehicle is located. In any case, the costs of purchasing spare parts and customs shall remain the responsibility of the Insured Party.

Art. 14.4 - RETURN TO THE RESIDENCE AND/OR ABANDONMENT OF THE VEHICLE
The Operations Center will organize the return of the vehicle of the Insured Party following a breakdown, accident, discovery after theft involving more than 5 working days for the necessary repairs, all within the cost limit for the Company equal to the value of the vehicle after the accident. The vehicle custody costs will be borne by the Company from the time of the accident and until return, with a maximum of € 50.00. If the estimated costs for repairs are uneconomical or in any case higher than the value of the vehicle after the accident, the guarantee shall not be valid, and the Company will only bear the costs of the legal abandonment of ownership.

Art. 14.5 - CONTINUATION OF THE TRIP
If the vehicle becomes unavailable, owing to a it breaking down, an accident, a discovery after its theft, for a period longer than 3 working days for the necessary repairs, the Operations Center will make a ticket available to the Insured Party and the other passengers (tourist class plane or first class train) or alternatively a group C rental car, compatibly with the opening hours of the car rental stations, without a driver for a maximum of 2 days with unlimited mileage to reach the destination. Expenses for fuel, non-compulsory insurance and any deductibles shall be excluded.

Art. 14.6 - RETURN OF THE INSURED Party AND of the OTHER PASSENGERS
If the Insured Party has not used the benefits referred to in the previous Art. 14.5 the Operations Center will provide the Insured Party and the other passengers with a ticket for the return to his/her residence (tourist class plane or first class train) or alternatively a group C rental car, compatibly with the opening of car rental stations, without driver for a maximum of 2 days with unlimited mileage to reach the residence. Expenses for fuel, non-compulsory insurance and any deductibles are excluded.

Art. 14.7 - ASSUMPTION OF THE RESPONSIBLITY FOR THE VEHICLE RECOVERY EXPENSES
If the Insured Party is unable to return to his/her own home with the vehicle that is the subject of a breakdown or accident, following one of the events referred to in Articles 14.4, 14.5, 14.6, the Operations Center shall make available, once repairs have been made, a one-way ticket in order to allow the Insured Party to go to the place where the vehicle is located for its recovery.

Art. 14.8 - HOTEL EXPENSES
If the car remains immobilized following a breakdown or accident and the repair can only take place the next day, or if it has been stolen forcing the passengers who are far from their home to a forced stay, the Company will pay for the overnight accommodation in the hotel for all car occupants as well as for breakfast up to a maximum of € 100.00 per person. Expenses other than those indicated above shall remain the Insured Party's responsibility.

Art. 14.9 - DRIVER
The Operations Center will provide a driver to replace the sick or injured Insured Party and provided that no other passenger with a driving license is on board. The driver shall be available for a maximum of three days to drive the Insured Party's vehicle to the first original destination of the trip or to the Insured Party's residence as soon as possible.

Art. 14.10 - ADVANCE FOR PAYMENT OF BAIL BOND
In the event of a road accident involving the assisted vehicle, the Operations Center may proceed with the advance payment abroad, up to an amount of € 5,000.00, for the bail bond
against bank guarantees deemed adequate by the Operations Center. If the driver is detained by the Judicial Authority following a conviction, failure to appear or in any other case, the advance amount must be reimbursed to the Operations Center within 2 months of the advance.

Art. 14.11 - EXCLUSIONS AND SPECIFIC LIMITS FOR THE VEHICLE ASSISTANCE GUARANTEE
In addition to the exclusions provided by the Rules that are common to the guarantees, the following are excluded from the guarantee:
- vehicles registered for the first time for more than 8 years;
- vehicles weighing more than 3.5 tons (35 quintals);
- non-land vehicles and those that are not regularly registered;
- vehicles rented, hired or used for public transport;
- claims occurring in countries outside the European Union.

CHAPTER 15 – HOMECARE FOR FAMILY MEMBERS WHO STAY AT HOME

This guarantee is valid and effective only if it has been referred to in the policy schedule and the related premium has been paid.

For the following family members of the Insured Party (spouse/ common law spouse, parents, siblings, children, in-laws, siblings, daughter-in-law, grandparents) who remain at home, in Italy, the following benefits start from the day of departure of the trip booked by the Insured Party and remain in effect until the return of the same.

Art. 15.1 - MEDICAL CONSULTATIONS OVER THE TELEPHONE
The Company, through its Operations Center, makes its on-call medical service available 24 hours a day in order to provide information or suggestions of a medical or healthcare nature.

Art. 15.2 - SENDING A PHYSICIAN IN THE EVENT OF AN EMERGENCY
The Company, through the Operations Center, makes its medical service available, at night and 24 hours a day on Saturdays and holidays, which guarantees the availability of general practitioners, paediatricians and cardiologists who are ready to intervene at the moment of the request. By calling the Operations Center and following an initial telephone

screening diagnosis with the internal physician on call, the Company will send the requested physician free-of-charge. In case of the immediate unavailability of a physician and if circumstances make it necessary, the Company will organize the transfer, by ambulance, of the patient to an emergency room at its own expenses. The Company will promptly inform the Insured Party about the health conditions of the family member by promptly updating this information until the Insured Party returns from the trip.

Art. 15.3 – REIMBURSEMENT OF MEDICAL EXPENSES
Upon contact with the Operations Center, medical expenses incurred for basic diagnostic tests will be reimbursed within the limit of the maximum limit per Insured Party of €1,000.00.

Art. 15.4 - TRANSPORT IN AN AMBULANCE
The Company, through the Operations Center shall, if the patient needs an ambulance transport, arrange the transfer at its own expense, sending the ambulance directly and assuming the transport costs up to a maximum of 200 Km. of total route (one way /return).

Art. 15.5 - NURSING ASSISTANCE
Should the patient, following an illness or injury, require home assistance from general and/or specialized home-based nurses, the Operations Center arrange for the search and shall send the personnel, bearing the related costs within the limit of € 1,000.00.

Art. 15.6 - DELIVERY OF PHARMACEUTICALS TO THE HOME
The Operations Center guarantees the search for and delivery of drugs 24 hours a day. If the medicine requires a prescription, the staff in charge first goes to the patient's home and then to the pharmacy. Only the cost of the pharmaceutical is borne by the Insured Party.

Art. 15.7 - FREE-OF-CHARGE MANAGEMENT OF THE APPOINTMENT
The Operations Center makes its own database available relating to the healthcare network that has an agreement with the Company. If the patient needs information or an appointment for an exam, visit, hospitalization, he/she only needs to contact the Operations Center. Depending on the specific needs relating to the type of examination or visit to be carried out, the desired day and time, the zone and the rate, the Operations Center shall select, using the database, the physicians and/or healthcare centers that have an agreement with the Company that meet the needs of the patient and by virtue of the preferential access channels, fix the appointment in the name of and on behalf of the patient.

Art. 15.8 - CONTRACTED HEALTHCARE NETWORK
The Operations Center, through agreements entered into with clinics, outpatient clinics, medical offices, health facilities in general at a national level, guarantees the use of this network for specialist visits, diagnostic or laboratory tests and hospitalizations, all with agreed and discounted rates, with a preferential access channel.

CHAPTER 16 – TRIP INTERRUPTION FOLLOWING A QUARANTINE

This guarantee is valid and effective only if it has been referred to in the policy schedule and the related premium has been paid.

Art. 16.1 – WHAT IS COVERED BY THE INSURANCE
If as a result of a provision of home isolation of the Insured Party, ordered by the authorities for quarantine, the Insured Party shall find himself/herself unable to continue the trip that has been booked and already started, the Company shall reimburse the following:

- penalties charged for reserved and unused ground services within the limit of € 1,500.00 per Insured Party;
- costs relating to the modification or remaking of the ticket office (transport tickets) originally purchased in order to return to one's residence, up to a maximum of € 1,000.00 per Insured Party and net of any refunds received by the carrier;
- any hotel / accommodation expenses borne by the Insured Party for the quarantine period within the limit of € 100.00 per day for a maximum of 14 days, if this quarantine cannot take place at the Insured Party's home.

Art. 16.2 – EXCLUSIONS
In addition to the exclusions provided for by the common rules, the following are considered excluded from the guarantee:

- Travel to destinations with restrictive measures already in force on the date of arrival at the booked Hotel;
- Violations of regulations and/or provisions in force on the scheduled arrival date of the booked trip;
- Wilful misconduct or gross negligence by the Insured Person or the Policyholder;
- Problems related to identity and/or travel documents, visas and any documentary equipment (including of a healthcare nature) provided for by the rules in force from time to time.

Art. 16.3 – RECOVERIES
The Insured Party and the Policyholder undertake to pay the Company any amount returned by the suppliers of tourist services and/or entities, and the costs not borne in relation to the events covered by the coverage.

CHAPTER 17 – HOMECARE

This guarantee is valid and effective only if it has been referred to in the policy schedule and the related premium has been paid.

The following benefits are intended as being provided at the Insured Party's main residence in Italy for events that occurred during the insured trip.

Art 17.1 – WHAT IS COVERED BY THE INSURANCE

The Company undertakes to guarantee, in accordance with the methods and limits specified below:

f) the sending of an electrician to your home: in the event of a sudden blackout in the whole house following a fault or short-circuit in the electrical system of the insured person's home, the Operational Center 24 hours a day, 365 days a year, shall arrange for an electrician to be sent to the home. The costs of the technician's trip to and the return trip from the home for the resolution of the emergency shall be borne by the Company. Labour, any spare parts and the material used for the repair shall be the responsibility of the insured party. The benefit is guaranteed only once per Insured Party during the period of the insured trip. No benefits shall be provided if the faults are due to the power cable of the home and the interruption of the electricity supply by the electrical utility company;

g) the sending a plumber to the home: in the event of blockage/breakage of the fixed or mobile pipes of the plumbing or sanitary system in the home of the insured party and consequent flooding and/or infiltration and/or lack of water in all the house, the Operations Center arranges, to send a plumbing technician at the home 24 hours a day, 365 days a year. The costs of the technician's trip to and the return trip from the home for the resolution of the emergency shall be borne by the Company. The Insured Party is responsible for labour, any spare parts and the materials used for the repair. This benefit is guaranteed only once during the period of the insured trip. No service shall be provided if there is an interruption of the supply by the water utility company, or the simple failure of faucets;

h) sending a locksmith at home, in the case of:
- theft, loss, breakage of keys or the lock of the entrance door;
- theft or attempted home theft that compromise the functionality of the entrance door and do not guarantee its safety.
The Operations Center shall arrange to send a locksmith to the home 24 hours a day, 365 days a year. The costs of the technician's trip to and the return trip from the home for the resolution of the emergency shall be borne by the Company. The Insured Party is responsible for any labour, any spare parts and the material used for the repair. The benefit is guaranteed only once during the period of the insured trip.

i) the immediate return: if one of the events that can generate the services referred to in letters a), b), c) above or due to theft, attempted theft, breakdowns caused by thieves, vandalism, fire, lightning or explosion, make the return to the main residence of the insured person or of a family member resulting from the Family Status necessary and urgent, the Operations Center will arrange for the immediate return of the Insured Party or the family member resulting from the Family Status. The related expenses shall be borne by the Company up to a maximum of € 500.00 per event. The service is not provided if the Insured Party in contacting the Operations Center does not provide adequate reasons for the causes that make the return impossible to postpone. The benefit is guaranteed only once during the period of the insured trip.

j) supervision of the house's contents of the house: if one of the events that can generate the services referred to in letters a), b), c) above or due to theft, attempted theft, breakdowns caused by thieves, vandalism, fire, lightning or outbreak, make it necessary to safeguard the content of the home, the Operations Center will organize the surveillance of the home or the custody of the home's contents stored in the place indicated by the Insured Party for the time necessary to restore the security of the home. The related costs shall be borne by the Company up to a maximum of 24 hours. The benefit is guaranteed only once during the period of the insured trip.

CHAPTER 18 –MISSING CONNECTING FLIGHTS

This guarantee is valid and effective only if it has been referred to in the policy schedule and the related premium has been paid.

Art. 18.1 – WHAT IS COVERED BY THE INSURANCE

The Company shall reimburse the Insured Party within the maximum limit indicated in the policy schedule for the costs of purchasing an economy class ticket to return to the place of departure of his/her trip, or the costs of purchasing a new economy class ticket that allows him/her to reach the final destination of the trip, in the event of loss of connection with the next flight to the first scheduled on the ticket, for one of the following reasons:

- Delays, Denial of boarding, cancellation at the last moment on the first flight (or in subsequent flights, if there is more than one connection), owing to unforeseeable causes (technical problems with the aircraft or adverse weather conditions incompatible with the execution of the flight or decisions taken by the aeronautical authorities on air traffic) not attributable/linked to the will of the Insured Party or the travel organizer, or to the service companies subcontracted by the latter and which prevents the Insured Party from boarding the next closed connecting flight.
- Loss or misplacement of baggage by the airline, duly registered, occurring during the first flight that prevents the Insured Party from being able to board the next connecting flight.

The guarantees are only effective in the event of the missing of connecting flights in which the airlines operating on one and the other flight are not the same, nor belonging to the same airline alliance.
In the event that the person responsible for the delay, flight cancellation, loss or misplacement of checked baggage, indemnifies the Insured Party, the compensation will be paid, in addition to any reimbursement by the event manager, up to the amount insured.

Art.18.2 – EXCLUSIONS AND SPECIFIC LIMITS FOR THE LOSS OF CONNECTING FLIGHT GUARANTEE THE FOLLOWING CASES SHALL BE EXCLUDED FROM THE GUARANTEE:

- the airline that is responsible has taken it upon itself to transport the Insured Party to the departure point of the trip or to the final destination of the booked connecting flights;
- the delays/cancellations have been caused as a result of strikes or are attributable to the operation or internal organization of the travel organizer or airline, or to the operation or organization of the service companies subcontracted by both of them
- the flights are operated by the same airline or airline alliance.
- the guarantee is not valid if the delays are due to quarantines or lockdowns.

SECTION IV – FILING THE CLAIM AND COMPENSATION

This section provides the rules and procedures for filing a claim and for obtaining compensation

Art. 1 – WHAT TO DO IN THE EVENT OF A CLAIM

OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM
Personal Care
In the event of a claim, IMMEDIATELY contact the Company's Operations Center which operates 24 hours a day and 365 days a year, by calling the following toll-free number:

800.894123

From abroad you can contact the Operations Center by telephoning the telephone number + **39/039/9890.702** comunicando subito le seguenti informazioni:
- Name and Surname
- Policy number
- Reason for the call
- Telephone number and/or address at which it will be possilbe to call you.

Other guarantees
All claims must be filed using one of the following modalities.

By Internet (on the website www.nobis.it section "On-Line Filing") following the related instructions.
By mail sending the correspondence and the related documentation to the following address:

NOBIS COMPAGNIA DI ASSICURAZIONI - Ufficio Sinistri
Viale Gian Bartolomeo Colleoni, 21 – Centro Direzionale Colleoni
20864 AGRATE BRIANZA (MB)

Based on the general rules and those governing each benefit, the damages suffered must be correctly specified in the claim and, in order to speed up settlement times, the documentation indicated in each insurance benefit and summarized below must be attached to the claim:

IN THE EVENT OF MEDICAL EXPENSES
- Certificate proving emergency First Aid was required on the location of the accident reporting the pathology suffered prescriptions, prognosis and medical diagnosis which certifies the type and manner of the disease and/or injury suffered
- in case of hospitalization, complete copy of the medical record;
- medical prescription and original bills, invoices, receipts for the expenses incurred;
- medical prescription for any purchase of medicines, with the original receipts of the medicines purchased.
- policy number.

IN THE EVENT OF BAGGAGE THEFT OR DAMAGE
- air ticket (together with the baggage tag);
- complaint declaration with the visa of the Police Authority of the place where the event occurred, indicating the circumstances of the accident and the list of stolen objects, their value and the date of purchase;
- complaint submitted to the carrier or the responsible hotelier, if any;
- complaint letter sent to the air carrier with the request for compensation and the carrier's reply letter;
- invoices, receipts for goods purchased or lost (in the absence of a list, date, place of purchase and their value);
- proof of the costs of remaking identity documents if incurred;
- repair invoices or declaration of irreparability of damaged goods written on headed paper by a dealer or a specialist in the sector.
- in the event of non-delivery and/or damage to the entire baggage or part of it delivered to the air carrier, P.I.R (baggage irregularity report) made immediately at the airport office;
- policy number.

IN THE EVENT OF TRIP CANCELLATION
- In the event of illness or injury, medical certificate certifying the date of the accident or the onset of the disease, the specified diagnosis and the days of prognosis;
- in case of hospitalization, copy of the medical record;
- in the event of death, the death certificate;
- in the event of an accident involving the means of transport, a copy of the amicable description of the accident report (C.I.D) and/or accident report drawn by the traffic police;
- account statement confirming travel booking;
- invoice relating to the penalty charged;
- travel program and regulations;
- receipts (deposit, balance, penalty) for payment of the trip;
- travel documents
- travel booking contract
- policy number.
- for citizens of nationality other than Italian, the Company reserves the right to request a copy of the residence certificate.

IN THE EVENT OF A PENALTY CHARGED BY THE AIR CARRIER:
- Confirmation of the purchase of the ticket or similar document;
- receipt of payment of the ticket;
- declaration by the air carrier certifying the penalty charged;
- original of the air ticket.

IN THE EVENT OF TRAVEL RE-ROUTING EXPENSES
- Policy number;
- original documentation proving the cause of the delay;
- if for specified medical and healthcare purposes the certificate must report the pathology;
- the new travel tickets purchased to reach the place specified in the travel contract, in original;
- a copy of the travel contract with payment receipts;
- copy of the booking statement issued by the tour operator organizing the trip;
- original travel documents not used.

IN THE EVENT OF CIVIL LIABILITY
- Detailed description of the facts that caused the damage to third parties and a copy of the report submitted to the competent authority;
- claim for damages by the injured third party;
- any photographic documentation of the goods or parts of damaged goods.
- policy number.

IN THE EVENT OF LEGAL PROTECTION
- Detailed description of the facts that caused the damage;
- any copy of the complaint submitted to the competent authority;
- documented legal and expert fees.
- policy number.

IN THE EVENT OF AN ACCIDENT
- Place, day, time and cause of the accident;
- causes that determined it;
- medical certificates;
- any report made by the authorities that intervened;
- the course of the injury must be certified by further medical documentation, until the complete healing or stabilization of the consequences produced by the injury.
- policy number.

IN THE EVENT OF ASSISTANCE TO THE VEHICLE
- Copy of car registration document
- originals of the documents of the expenses
- policy number.

IN THE EVENT OF FLIGHT DELAY
- Trip contract signed at the agency;
- Tour Operator booking (or registration) account statement;
- last convocation notice;
- any declaration by the carrier regarding the flight delay;
- flight coupons and boarding pass;
- Policy number.

IN THE EVENT OF AN INTERUPTION OF A STAY IN THE EVENT OF A QUARANTINE
- Documentation certifying the quarantine ordered by the Authorities;
- travel contract/booking statement with description of the initially planned Travel Package;
- any re-routing travel documents with evidence of the higher cost paid;
- declaration of not having flown, issued by the air carrier;
- criminal account statements of the shares of the lost services
- expense invoices relating to forced residence;
- documentation certifying any refunds recognized by suppliers.

IMPORTANT NOTE
- **It is always necessary to provide the Company with the original invoices for the repairs as well as the originals of any expenses incurred following the accident.**

The Company reserves the right to request any further documentation necessary for a correct assessment of the reported claim. **Failure to submit the documents listed above, relating to the specific case, may result in the total or partial forfeiture of the right to reimbursement.**
- **It is necessary to communicate to the Company any changes in the risk that may occur after the signing of the contract.**

Remember that the right to compensation expires after two years from the last written request received by the Company regarding the claim (Article 2952 of the Italian Civil Code).

IMPORTANT!
In any event of a claim together with the documentation, the insured person needs to send the Company the details of the current bank account on which he wishes the refund or compensation to be credited (current account number, bank, address, agency number, ABI codes, CAB and CIN).

For any claims write to:
Nobis Compagnia di Assicurazioni S.p.A.
Ufficio Reclami (Claims Office)
Centro Direzionale Colleoni
Viale Gian Bartolomeo Colleoni, 21
20864 Agrate Brianza – MB – fax 039/6890.432 - reclami@nobis.it

in the event of a failure to obtain a response:
IVASS – Servizio Tutela degli Utenti (User Protection Service)
Via del Quirinale, 21
00187 ROMA (RM)

REGULATORY APPENDIX

This section refers to the main regulations mentioned in the contract, so that the Policyholder may better understand the legal references.

ITALIAN CIVIL CODE

Art. 1341 – GENERAL CONDITIONS OF CONTRACT

General Conditions, prepared by one of the Parties, are binding on the other party if known by the latter at the time when the contract was concluded or if the might have known thereof by using ordinary diligence.
Nevertheless, the following conditions have no effect, unless specifically approved in writing: conditions limiting the liability of the party who has prepared the general conditions or giving said party a power to withdraw from the contract or to suspend the execution thereof. Conditions burdening the other party with time limits for the exercise of the right or limitations to such party's power to raise defences, or with restrictions on freedom of contract with third parties, or with tacit extension or renewal of the contract; clauses providing for arbitration or derogation from the normal venue or jurisdiction of the courts.

Art. 1342 – CONTRACT CONCLUDED BY MEANS OF STANDARDIZED FORMS OR TEMPLATES

In those contracts concluded through the signing of standardized forms or templates, drawn up to regulate certain contractual relationships in a consistent manner, clauses added to the standardized form or templates prevail over those of the standardized form or template whenever they are incompatible with them, even if the latter have not been deleted.
Furthermore, the second paragraph of the previous article is also observed.

Art. 1455 – IMPORTANCE OF NON-FULFILMENT

The contract may not be terminated if the non-fulfilment of one of the parties is of little importance, having regard to the interest of the other.

Art. 1892 – INACCURATE AND INCOMPLETE DECLARATIONS WITH WILFUL MISCONDUCT OR GROSS NEGLIGENCE

The inaccurate and incomplete declarations by the Policyholder, relating to circumstances such that the insurer would not have given his consent or would not have given it under the same conditions if he had known the true state of things, are grounds for cancellation of the contract when the Policyholder acted with wilful misconduct or serious negligence.
The insurer loses the right to challenge the contract if, within three months from the day on which it became aware of the inaccuracy or incompleteness of the declaration, it fails to declare to the Policyholder that it wishes to appeal.
The insurer is entitled to the premiums related to the insurance period in progress at the time the cancellation was requested and, in any case, to the premium agreed for the first year. If the claim occurs before the term indicated in the previous paragraph has expired, it is not required to pay the insured amount.
If the insurance covers several people or more things, the contract is valid for those people or things to which the inaccurate or incomplete declaration does not refer.

Art. 1893 – INACCURATE AND INCOMPLETE DECLARATIONS WITHOUT WILFUL MISCONDUCT OR GROSS NEGLIGENCE

If the Policyholder has acted without wilful misconduct or serious negligence, inaccurate and incomplete declarations are not a cause for cancellation of the contract, but the insurer can withdraw from the contract itself, by means of a declaration to be made to the Insured Party within three months from the day on which has known the inaccuracy or incompleteness of the declaration.
If the claim occurs before the inaccuracy or incompleteness of the declaration is known by the insurer, or before the insurer has declared that it shall withdraw from the contract, the sum due is reduced in proportion to the difference between the agreed premium and what would have been applied if the true state of things had been known.

Art. 1894 – INSURANCE IN THE NAME OF OR ON BEHALF OF THIRD PARTIES

In the insurance in the name of or on behalf of third parties, if the latter are aware of the inaccuracy or incompleteness of the declarations relating to the risk, the provisions of Articles 1892 and 1893 shall apply.

Art. 1898 – WORSENING OF THE RISK

The Policyholder is obliged to immediately notify the insurer of the changes that worsen the risk in such a way that, if the new state of affairs had existed and had been known by the insurer at the time of the conclusion of the contract, the insurer would not have allowed the insurance or would have allowed it for a higher premium.
The insurer may withdraw from the contract by notifying the insured party in writing within one month of the day on which s/he received the notice or in any other way became aware of the worsening of the risk.
The insurer's withdrawal shall take immediate effect if the worsening is such that the insurer would not have allowed the insurance; it shall take effect after fifteen days, if the worsening of the risk is such that a higher premium would have been required for the insurance.
The insurer is entitled to the premiums related to the insurance period in progress at the time the declaration of withdrawal is communicated.
If the claim occurs before the deadline for the communication and for the effectiveness of the withdrawal have elapsed, the insurer is not liable if the worsening of the risk is such that he would not have allowed the insurance if the new state of affairs had existed at the time of the contract; otherwise, the amount due shall be reduced, taking into account the ratio between the premium set forth in the contract and the one that would have been fixed if the greater risk had existed at the time of the contract.

Art. 1901 – NON-PAYMENT OF THE PREMIUM

If the Policyholder does not pay the premium or the first premium instalment established by the contract, the insurance shall remain suspended until midnight on the day on which the Policyholder pays the amount due.
If the Policyholder does not pay the subsequent premiums at the agreed deadlines, the insurance remains suspended from midnight on the fifteenth day after the deadline.
In the cases envisaged by the two preceding paragraphs, the contract is resolved by law if the insurer, within six months from the day on which the premium or the instalment has expired, does not act for collection; the insurer is only entitled to the payment of the premium related to the current insurance period and the reimbursement of expenses. This regulation does not apply to life insurance.

Art. 1913 – NOTICE TO THE INSURER IN THE EVENT OF A CLAIM

The Insured Party must notify the insurer or agent authorized to conclude the contract of the accident within three days from the day in which the accident occurred or the insured became aware of it. Notification is not necessary if the insurer or the agent authorized to conclude the contract intervenes within the aforementioned end of the rescue operations or the claim event report.
In livestock mortality insurance, notice must be given within twenty-four hours, unless otherwise agreed.

Art. 1915 – NON-PERFORMANCE OF THE OBLIGATION OF NOTIFICATION OR RESCUE

The Insured Party who, maliciously, does not fulfil the obligation to notify or rescue loses the right to compensation.
If the insured party negligently omits to fulfil this obligation, the insurer has the right to reduce the indemnity owing to the injury suffered.

Art. 1916 – INSURER'S RIGHT OF SUBROGATION

The insurer who paid the indemnity is surrogated, up to the amount paid, in the rights of the Insured Party towards responsible third parties.
Except in the case of wilful misconduct, subrogation does not take place if the damage is caused by the children, ancestors, other relatives or kin of the insured party permanently living with him/her or by people sharing the household.
The Insured Party is liable to the insurer for any damage caused to the right of subrogation.
The provisions of this article also apply to insurance against workplace accidents and against accidental mishaps.

Art. 1917 – CIVIL LIABILITY INSURANCE

In civil liability insurance (1) the insurer is obliged to indemnify and hold the Insured Party harmless as concerns what he/she has to pay to a third party as a result of the event during the insurance period, depending on the liability deducted in the contract. Damages deriving from malicious acts are excluded.
The insurer has the right, upon notification to the Insured Party, to pay the compensation due directly to the injured third party, and shall be obliged to make direct payment if requested by the insured party.
The expenses borne to oppose the legal proceedings of the injured party against the insured party shall be borne by the insurer up to a quarter of the insured amount. However, in the event that a sum greater than the insured amount shall be due to the injured party, the legal costs must be divided between the insurer and the Insured Party in proportion to the respective interest.
The Insured Party may, in agreement with the Injured Party, may take legal action against the insurer.

Art. 2114 – COMPULSORY SOCIAL SECURITY AND ASSISTANCE

The special laws determine the cases and forms of compulsory pension and assistance and the related social security contributions and benefits.

Art. 2952 – INSURANCE PRESCRIPTION PERIODS

The right to the payment of the premium instalments expires one year after the individual deadlines.
The other rights deriving from the insurance contract lapse in two years from the day on which the fact on which the right is based arises, with the exception of the life insurance contract whose rights lapse in ten years.
In civil liability insurance, the term starts from the day on which the third party has requested compensation from the insured party or brought an action against him/her.
The communication to the insurer of the request of the injured third party or of the action proposed by this proposal interrupts the prescription period until the claim of the injured party can be paid off and become payable or the right of the injured third party is not expired.
The provision of the previous paragraph applies to the action taken by the Reinsured Party against the reinsurer for the payment of the indemnity.

CODE FOR PRIVATE INSURANCE COMPANIES

Art. 166 – DRAFTING CRITERIA

The contract and any other document delivered by the company to the Policyholder must be drawn up in a clear and comprehensive manner.
The clauses that indicate forfeiture, nullity or limitation of the guarantees or charges to be borne by the Policyholder or the Insured Party are indicated in particularly prominent characters.

CODE OF CRIMINAL PROCEDURE

Art. 535 – ORDER TO PAY COSTS

1. *The judgement imposes on the sentenced person to pay the legal costs [relating to the offenses to which the sentence refers].*
2. *Those convicted of the same crime or related offenses are jointly and severally obliged to pay the costs. Those convicted in the same trial for unrelated crimes are jointly and severally obliged to pay only the common costs relating to the crimes for which the sentence was pronounced.]*
3. *The costs of maintenance during pre-trial detention shall be charged to the sentenced person [285, 286], in accordance with article 692.*
4. *If the judge has not provided for the costs, the sentence is rectified in accordance with Article 130.*

PRIVACY STATEMENT PURSUANT TO CHAPTER III SECTION 2 OF THE 2016/679 EU REGULATION (GDPR) ON THE PROCESSING OF PERSONAL DATA

Pursuant to art. 13 of the European Regulation 2016/679 (GDPR), containing provisions on the protection of individuals with regard to the processing of personal data, as well as the free circulation of such data, Nobis Compagnia di Assicurazioni S.p.A. (hereinafter also the "Company"), The Data Controller of personal data, provides the information to the data subjects who provide their personal data during the contractual relationship and intends to process such data as part of the activities provided by the Company.

1. Data Controller

The Data Controller of the personal data referred to in this information is Nobis Compagnia di Assicurazioni S.p.A. whose registered office in Via Lanzo 29, 10071 Borgaro Torinese (TO).

2. Type of data collected

The data collected are personal data relating to identified or identifiable natural persons pursuant to Art. 4, Par. 1 of the GDPR and data of particular categories referred to in Art. 9, Par. 1 of the GDPR.

3. Purpose

The data are collected for purposes correlated to the Company's activities as follows:

a) purposes related to processing related to the issuance and management of insurance contracts entered into with the Company, to the management of obligations relating to claims for damages, to the fulfilment of specific requests by the data subject. The provision of data is necessary for the pursuit of these purposes as it is strictly functional to the execution of the aforementioned processing. The refusal of the data subject may make it impossible for the Company to perform the requested service (nature of the *Mandatory* contribution*, Contractual* legal basis);

b) purposes related to obligations imposed by laws, regulations and provisions of the Authorities, community legislation. The provision by the data subject or third parties of the data necessary for the pursuit of these purposes is mandatory. Any refusal will make it impossible to establish or continue the contractual relationship to which this information refers (nature of the *Mandatory* provision, *Legal* juridical basis);

c) purposes related to post-sales activities aimed at assessing the degree of satisfaction of users or damaged and for analysis and market research on the services offered. Any refusal would make it impossible for the Company to have useful feedback for the improvement of the activities being processed but would not have consequences on the execution of the practices in progress (nature of the *Voluntary* contribution, *Consensual* legal basis);

d) purposes related to commercial activities for the promotion of insurance services and products offered by the Company and the Nobis Group such as sending advertising material and commercial communications through the use of traditional communications (such as for example paper mail and calls with the intervention of operator), automated (such as calls without operator intervention, email, fax, mms, SMS etc.), as well as by inserting advertising and promotional messages in the area of the Company's website reserved for its customers, provided pursuant to Art. 38 bis of the Ivass Regulation 35./2010 and subsequent amendments. Any refusal would make it impossible for the Company to promote and provide useful information to the data subject but would not have consequences on the execution of the practices in progress (nature of the *Voluntary* contribution, *Consensual* juridical basis).

4. Processing methods

The data are subject to processing based on principles of correctness, lawfulness and transparency.
The Company guarantees the confidentiality, integrity and availability of the personal data collected, the non-visibility and non-accessibility from any public access area.
The processing is carried out in an automated and/or manual form, by persons specifically appointed, in compliance with the security of the processing as required by Art. 32 of the GDPR.
The Company prepares suitable organizational and technological measures so that this policy is followed within the company in order to protect the personal data collected.
The processing and storage of data shall be carried out in Italy. At the explicit request of the data subject, the personal data processed could be transmitted to foreign subjects involved in the processing of the files, without prejudice to impediments dictated by stringent legislation, manifest lack of the receiving pary on security measures to protect the confidentiality of the information transmitted, indications of the Authorities.

5. Profiling

The Company does not perform profiling activities using the personal data collected relating to the purposes referred to in Paragraph 3.

6. Data communication and dissemination

The personal data processed for the aforementioned purposes may be disclosed to the following categories of subjects:

- internal subjects of the Company in charge of the aforementioned processing;
- external subjects supporting processing such as physicians and health organizations, experts, workshops and body shops, subjects belonging to the Company's distribution network;
- other corporate functions or external parties of an ancillary or instrumental nature, such as consortium companies belonging to the insurance sector, banks and financial companies, reinsurers, co-insurers, companies in charge of delivering correspondence, subjects involved in tax, financial, legal consultancy and assistance , IT, data retention, auditing and certification of the financial statements;
- subjects appointed by the provisions of the supervisory authorities to collect policy data for statistical, anti-fraud, anti-money laundering, anti-terrorism purposes.
- parent companies and/or affiliates of the Company;
- Public control, surveillance and public safety authorities.

No form of dissemination of the collected data is foreseen.

7. Retention period

The personal data collected are entered in the company database and stored for the period of time allowed, or imposed, by the applicable regulations in the management of the contractual relationship and for the time necessary to ensure legal protection, to you and to the Data Controller at the end of the which will be deleted or made anonymous within the times established by the law.
Should the data subject withdraw his/her consent to the specific processing, the data will be deleted or made anonymous within 30 working days of receipt of the revocation.

8. Rights of the data subject

The data subject can assert the rights provided for by Art. 15 (right of access of the data subject), by Art. 16 (right to rectification), by Art. 17 (right to cancellation, "right to be forgotten"), by Art. 18 (right to restriction of processing), by Art. 20 (right to data portability) and by Art. 21 (right to object) of Regulation 2016/679, by contacting by registered mail with receipt addressed to the operations headquarters of Agrate Brianza (MB), at the Human Resources Department, or by e-mail to the addresses info@nobis.it or nobisassicurazioni@pec.it. The data subject also has the right to lodge a complaint directly with the Guarantor Authority for the protection of personal data, within the terms established by current legislation and following the procedures and indications published on the official website of the Regulatory Authority www.garanteprivacy.it.

Nobis Compagnia di Assicurazioni S.p.A.

Registered Office
Via Lanzo, 29 - 10071 Borgaro Torinese (TO)

Directorate General
Viale Gian Bartolomeo Colleoni, 21 - 20864 Agrate Brianza (MB)
T + 39 039.9890001
F + 39 039 9890694
info@nobis.it

www.nobis.it

This Information Set
was updated on the date of June 1, 2023

SEZIONE · SECTION

IMA — Student 365 All Risk

Per chi risiede in Italia · For those who live in Italy

Se risiedi in Italia, la tua copertura è questa: polizza collettiva "Student 365 All Risk" di IMA Italia Assistance S.p.A. · If you live in Italy, this is your cover: the "Student 365 All Risk" collective policy of IMA Italia Assistance S.p.A.

Nelle pagine seguenti trovi, nell'ordine: la presentazione della polizza, il DIP e il DIP aggiuntivo Danni, e le condizioni integrali di assicurazione — garanzia annullamento, assistenza, spese mediche, bagaglio e infortuni.

Le condizioni sono redatte in italiano, lingua del contratto assicurativo. · The conditions are drafted in Italian, the language of the insurance contract.

Student 365 All risk è una polizza All Inclusive assicurata da **IMA Assistance**, specifica per le Vacanze studio in Italia e all'Estero per un periodo massimo di 365 giorni. Oltre alla Garanzia Annullamento, operativa per qualsiasi motivo documentabile, compresa la Quarantena fiduciaria.
Contiene il rimborso delle spese mediche, la protezione del bagaglio, un indennizzo in caso di infortunio e prestazioni di assistenza in caso di malattia o infortunio durante il viaggio, anche in caso di Covid-19.

Modalità operativa:
La polizza deve essere inclusa nel costo dei servizi turistici e deve essere emessa contestualmente alla sottoscrizione del contratto di viaggio o conferma dei servizi turistici.
Il premio di polizza deve essere incluso nel costo dei Servizi Turistici, diventandone parte integrante, e non deve essere pertanto esposto nel contratto di viaggio.

Limite di età: 39 anni
Validità Territoriale: in tutto il Mondo
Durata: viaggio con un massimo di 365 giorni

GARANZIE	MASSIMALI Italia	MASSIMALI Europa	MASSIMALI Mondo	MASSIMALI USA/Canada
Assistenza sanitaria	vedi garanzie	vedi garanzie	vedi garanzie	vedi garanzie
Spese mediche	€1.000	€30.000	€100.000	€250.000
Garanzia bagaglio	€1.000	€1.000	€1.000	€1.000
Garanzia Annullamento	€10.000 p.p. €25.000 p.e.	€10.000 p.p. €25.000 p.e.	€10.000 p.p. €25.000 p.e.	€10.000 p.p. €25.000 p.e.
Garanzia Infortuni	€50.000	€50.000	€50.000	€50.000

STUDENT 365 ALL RISK

Termini e condizioni

Webins®
La polizza viaggio sul web

Garanzia Annullamento, Assistenza, Spese mediche, Garanzia bagaglio, Infortuni

STUDENT 365 ALL RISK è una polizza All Inclusive assicurata da **IMA ASSISTANCE**, specifica per le Vacanze studio in Italia e all'Estero per un periodo massimo di 365 giorni. Oltre alla Garanzia Annullamento, operativa per qualsiasi motivo documentabile, compresa la Quarantena fiduciaria. Contiene il rimborso delle spese mediche, la protezione del bagaglio, un indennizzo in caso di infortunio e prestazioni di assistenza in caso di malattia o infortunio durante il viaggio, anche in caso di Covid-19.

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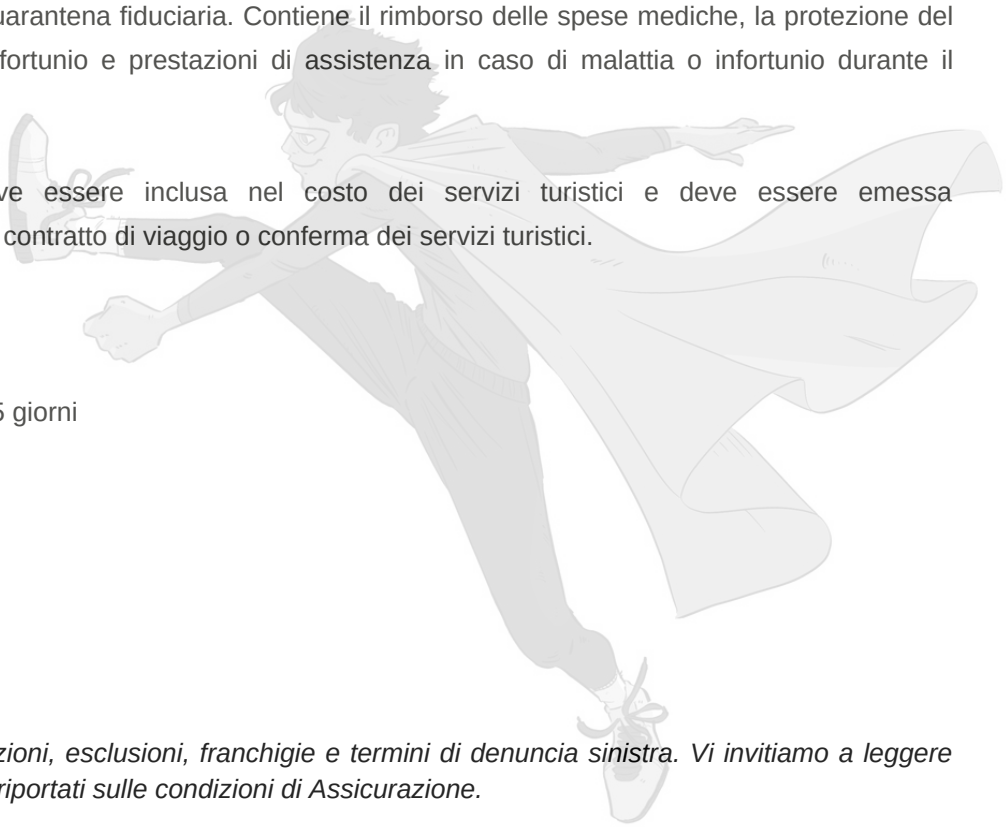
Validità Territoriale: Mondo
Durata: viaggio con un massimo di 365 giorni



Ciascuna garanzia è soggetta a limitazioni, esclusioni, franchigie e termini di denuncia sinistra. Vi invitiamo a leggere con attenzione limiti comuni e specifici riportati sulle condizioni di Assicurazione.

Assistenza in viaggio:

Centrale Operativa 24h su 24h
Telefono +39 02 24128529

In caso di assistenza in viaggio è obbligatorio rivolgersi alla Centrale operativa prima di intraprendere qualsiasi iniziativa a titolo personale.

Per denunciare un sinistro:

Posta Raccomandata:

IMA Italia Assistance S.p.A.
Ufficio Gestione Sinistri
Piazza Indro Montanelli 20

Telefono: +39 02 24128449

Mail: sinistri.viaggi@imaitalia.it

IMA ITALIA ASSISTANCE

Assicurazione Viaggio

Documento informativo relativo al prodotto assicurativo

Compagnia: IMA Italia Assistance S.p.A., capogruppo del gruppo Assicurativo IMA ITALIA Assistance (n. iscrizione all'Albo Gruppi 025), avente sede legale in Italia, Piazza Indro Montanelli, 20 -20099 Sesto San Giovanni (MI)

Prodotto: Polizza collettiva inclusiva Assicurazione viaggio singolo-WI STUDENT 365 ALL RISK

Questo documento informativo relativo al prodotto assicurativo è destinato esclusivamente a fornire una sintesi della copertura principale e delle esclusioni. Le informazioni precontrattuali e contrattuali complete sul prodotto sono fornite nella documentazione della Polizza.

Che tipo di assicurazione è?

"Assicurazione Viaggio singolo-WI STUDENT 365 ALL RISK" è un'assicurazione Travel. Questa assicurazione è rivolta alle agenzie di viaggio e tour operator che intendono offrire ai propri clienti un'assistenza ed una copertura dei rischi che possono insorgere nel corso di un viaggio.

Che cosa è assicurato?

Le principali prestazioni fornite sono le seguenti:

VIAGGI STUDIO

- ✓ Assistenza In Viaggio. Nel caso in cui l'assicurato si trovi in una situazione di difficoltà a seguito del verificarsi di un evento fortuito;
- ✓ Spese Mediche In Viaggio. Qualora l'Assicurato, a seguito di infortunio o malattia, dovesse necessitare di cure non rimandabili al rientro;
- ✓ Bagaglio. La Società rimborsa le perdite conseguenti a furto, rapina, scippo, incendio del bagaglio, gli oggetti indossati, nonché, esclusivamente nel caso di consegna a vettore, le perdite conseguenti a smarrimento o danneggiamento del bagaglio;
- ✓ Annullamento Viaggio. La Società rimborserà l'importo della penale di annullamento o di modifica;
- ✓ Infortuni compreso volo. La Società indennizza gli infortuni non professionali che l'Assicurato subisca in viaggio.

Che cosa non è assicurato?

Sono esclusi dall'assicurazione i danni derivanti da:

- ✗ a) dolo, colpa grave, incuria dell'Assicurato;
- ✗ b) guerra, anche civile, scioperi, rivoluzioni, sommosse o movimenti popolari, saccheggi e atti di vandalismo;
- ✗ c) atti di terrorismo. La presente esclusione non è operante per le garanzie Assistenza in Viaggio, Spese Mediche in Viaggio e Annullamento Viaggio;
- ✗ d) terremoti, alluvioni, fenomeni atmosferici aventi caratteristiche di calamità naturali, eruzioni vulcaniche;
- ✗ e) esplosioni derivanti dalla detenzione di esplosivi, nonché dalla detenzione o dall'impiego di sostanze radioattive o di apparecchi per l'accelerazione di particelle atomiche, come pure i danni che, in relazione ai rischi assicurati, si siano verificati in connessione con fenomeni di trasmutazione del nucleo dell'atomo o con radiazioni provocate dall'accelerazione artificiale di particelle atomiche;
- ✗ f) infortuni derivanti dallo svolgimento delle seguenti attività: alpinismo con scalata di rocce o accesso a ghiacciai, arrampicata libera (free climbing), sport aerei in genere; guida ed uso di deltaplani ed altri tipi di veicoli aerei ultraleggeri, paracadutismo, escursioni in mongolfiera, parapendii ed assimilabili; corse e gare automobilistiche, motonautiche e motociclistiche e relative prove ed allenamenti; guidoslitta, bob, sci acrobatico, salti dal trampolino con sci o idrosci, Kitesurfing, immersioni con autorespiratore, pugilato, lotta nelle sue varie forme, arti marziali in genere, atletica pesante, rugby, football americano, speleologia. Per bob, Kitesurfing e immersioni con autorespiratore l'esclusione di cui sopra non sarà operante nel caso in cui detta attività sportiva sia svolta unicamente a carattere ricreativo ed occasionale; si intendono comunque esclusi tutti gli infortuni sofferti in conseguenza di attività sportive svolte a titolo professionale.
- ✗ g) atti di temerarietà;
- ✗ h) le malattie infettive qualora l'intervento d'assistenza sia impedito da norme sanitarie nazionali o internazionali;
- ✗ i) malattie che siano l'espressione o la conseguenza diretta di situazioni patologiche croniche, già note all'Assicurato alla sottoscrizione della polizza. Sono escluse le malattie che siano l'espressione o la conseguenza diretta di situazioni patologiche preesistenti, fermi i limiti meglio definiti nel Glossario alla voce "Malattia preesistente". Sono anche escluse le riacutizzazioni imprevedibili di patologie croniche che si verifichino dopo la prenotazione dei servizi turistici o del viaggio;

- j) svolgimento di attività che implichino l'utilizzo diretto di esplosivi o armi da fuoco;
- k) eventi che verificandosi in Paesi in stato di belligeranza rendano impossibile prestare Assistenza. Al riguardo si intendono Paesi in stato di belligeranza quelli segnalati tali sul sito del Ministero degli Esteri. Sono altresì escluse le prestazioni relative a viaggi intrapresi verso un territorio dove, al momento della partenza, sia operativo un divieto o una limitazione (anche temporanei) emessi da un'Autorità pubblica competente;
- l) malattie ed infortuni derivanti da abuso di alcolici e psicofarmaci nonché dall'uso non terapeutico di stupefacenti ed allucinogeni; turbe psicologiche, malattie psichiatriche, neuro-psichiatriche, stati d'ansia, stress o depressione;
- m) malattie correlate alla gravidanza oltre la 26ma settimana di gestazione e correlate al puerperio; aborto terapeutico; parto;
- n) viaggi intrapresi contro consiglio medico od allo scopo di sottoporsi a trattamento medico o chirurgico;
- o) viaggi in zone remote, raggiungibili solo con mezzi di soccorso speciale.
- p) epidemie aventi caratteristica di pandemia (dichiarata da OMS), ad eccezione dell'accertato e documentato contagio da COVID-19 per il quale la presente esclusione non è operante, di gravità e virulenza tale da comportare una elevata mortalità ovvero da richiedere misure restrittive al fine di ridurre il rischio di trasmissione alla popolazione civile. A solo titolo esemplificativo e non limitativo: chiusura di scuole e aree pubbliche, limitazione di trasporti pubblici in città, limitazione al trasporto aereo;
- q) quarantene ad eccezione dell'avvenuto contagio da COVID-19 o contatto con persona contagiata da COVID-19 che abbia come conseguenza lo stato di quarantena o isolamento o sorveglianza attiva accertato, documentato e imposto dalle Autorità.
- Sono inoltre escluse:
- r) le spese per la ricerca di persone scomparse o disperse, tranne nel caso dette spese siano sostenute da Enti od Autorità pubbliche e comunque entro il limite massimo di € 1.500,00;
- s) le Prestazioni in quei paesi che si trovassero in stato di belligeranza che renda impossibile l'assistenza;
- t) le perdite di denaro, biglietti di viaggio, titoli, collezioni di qualsiasi natura e campionari;
- u) le rotture o danni al bagaglio a meno che non siano conseguenza di furto, rapina, scippo o siano causati dal vettore;
- v) le perdite di oggetti incustoditi o causate da dimenticanza o smarrimento;
- w) le perdite, i danni o le spese mediche denunciati alla Società oltre i termini contrattualmente stabiliti;
- x) le Garanzie / Prestazioni di qualunque genere, conseguenti a sinistri avvenuti in occasione di mancata osservanza delle norme di cui alla legge n. 269 del 1998 "contro lo sfruttamento della prostituzione, della pornografia, del turismo sessuale in danno di minori, quali nuove forme di riduzione in schiavitù".

Ci sono limiti di copertura?

! Non sono assicurabili, indipendentemente dalla concreta valutazione dello stato di salute, le persone affette da alcolismo cronico, A.I.D.S. conclamato, tossicodipendenza o dalle seguenti infermità mentali: sindromi organiche cerebrali, epilessia, schizofrenia, forme maniaco-depressive o stati paranoici. In ogni

caso l'assicurazione cessa, per l'Assicurato, al manifestarsi di tali affezioni entro trenta giorni successivi alla data di cessazione dell'assicurazione. La Società rimborsa al Contraente la parte di premio relativa al periodo di rischio non corso, al netto degli oneri fiscali;

- La durata dei servizi turistici non potrà essere superiore a 365 giorni.
- Le Prestazioni/Garanzie sono operanti per viaggi effettuati a scopo di studio, escluso qualsiasi attività manuale pericolosa, di durata non superiore a 365 giorni per i partecipanti al bando INPS ITACA; 45 giorni per i partecipanti al bando INPSIEME e di 365 giorni in tutti gli altri casi
- Non è consentita la stipulazione di più polizze con IMA Italia Assistance S.p.A. a garanzia del medesimo rischio al fine di elevare i massimali o prolungare il periodo di copertura in corso;
- La Società non assume responsabilità per danni causati dall'intervento delle Autorità del Paese nel quale è prestata l'assistenza.
- Qualora l'Assicurato non usufruisca di una o più Prestazioni, la Società non è tenuta a fornire indennizzi o prestazioni alternative di alcun genere a titolo di compensazione.

Dove vale la copertura?

L'assicurazione è operante per i viaggi nei seguenti gruppi di Paesi: Italia; Europa; Mondo.

Che obblighi ho?

- L'Assicurato deve contattare la Struttura Organizzativa prima di prendere una qualsiasi iniziativa in merito al Sinistro;
- L'Assicurato deve comunicare alla Società ogni circostanza che può aggravare il rischio, nonché la successiva stipulazione di altre assicurazioni per gli stessi rischi;
- Il Contraente assume l'obbligo di consegnare agli Assicurati la TESSERA (contenente le Condizioni di Assicurazione e l'Informativa resa all'interessato per il trattamento dei dati personali). In relazione al materiale pubblicato il Contraente dovrà rispettare quanto previsto dal Reg. 41/2018.
- Il Contraente ha l'obbligo di inviare ad IMA al termine di ogni settimana lavorativa ed anticipatamente all'inizio del Viaggio, l'elenco nominativo corretto e completo di tutti gli Assicurati e relative loro destinazioni prenotate nella settimana stessa.
- Le comunicazioni di cui al presente articolo vanno effettuate on-line, salvo il caso di interruzione del collegamento o casi di forza maggiore, nei quali l'obbligo di comunicazione dovrà essere comunque assolto a mezzo fax od e-mail.
- La mancata comunicazione dell'elenco degli Assicurati nei termini contrattualmente stabiliti darà diritto alla Società di risolvere la Polizza, con effetto immediato, a mezzo lettera Raccomandata A/R salvo il caso di comprovata materiale impossibilità da parte del Contraente ad assolvere l'obbligo di comunicazione, il cui onere probatorio resta in ogni caso a carico del Contraente.
- La Società provvederà in ogni caso ad erogare le Garanzie di Polizza agli Assicurati per ulteriori 30 giorni di calendario. Resteranno integralmente a carico del Contraente i costi sostenuti dalla Società per la fornitura di Garanzie, che, ad un successivo controllo, non risultassero dovute ai sensi della presente Polizza oltre alle eventuali maggiori spese sostenute a tale scopo.

Quando o come devo pagare?

Il premio deve essere pagato dal Contraente all'Agenzia/Intermediario assicurativo al quale è assegnato il contratto tramite gli ordinari mezzi di pagamento previsti e nel rispetto della normativa vigente. La polizza è gratuita per gli Assicurati.

Quando comincia la copertura e quando finisce?

La garanzia Annullamento Viaggio decorre dalla data d'iscrizione al viaggio e termina nel momento in cui l'Assicurato inizia ad utilizzare il primo servizio turistico contrattualmente convenuto.
Tutte le altre Prestazioni/Garanzie iniziano al momento e nel luogo previsti dalla scheda di iscrizione/programma dell'Operatore Turistico e terminano al momento del completo espletamento dell'ultima formalità prevista dal contratto stesso e comunque con il massimo di 365 giorni dalla data di inizio del viaggio.

Come posso disdire la polizza?

Per il Contraente la polizza decorre dalle ore 24.00 del giorno indicato nel Certificato di Assicurazione ed avrà una durata di 1 anno con tacito rinnovo, salvo disdetta da comunicarsi entro 60 giorni dalla data di scadenza tramite raccomandata A/R o e-mail PEC.

Assicurazione Viaggio

Documento informativo precontrattuale aggiuntivo per i prodotti assicurativi danni (DIP aggiuntivo Danni)

Impresa: IMA Italia Assistance S.p.A.

Prodotto: Polizza collettiva inclusiva Assicurazione viaggio singolo

WI STUDENT 365 ALL RISK PRODOTTO VIAGGI STUDIO

Ultimo DIP aggiuntivo Danni pubblicato e disponibile, Ed. 09/2022

Il presente documento contiene informazioni aggiuntive e complementari rispetto a quelle contenute nel documento informativo precontrattuale per i prodotti assicurativi danni (DIP Danni), per aiutare il potenziale contraente a capire più nel dettaglio le caratteristiche del prodotto, gli obblighi contrattuali e la situazione patrimoniale dell'impresa.

Il contraente deve prendere visione delle condizioni di assicurazione prima della sottoscrizione del contratto.

IMA Italia Assistance S.p.A. Piazza Indro Montanelli; n. civico 20; -20099 Sesto San Giovanni (MI); tel. +39 02 24 128 (1); sito internet: www.imaitalia.it ; e-mail: assistance@imaitalia.it ; PEC: imaitalia@pec.imaitalia.it.

IMA Italia Assistance S.p.A., capogruppo del gruppo Assicurativo IMA ITALIA Assistance (n. iscrizione all'Albo Gruppi 025), avente sede legale in Italia, Piazza Indro Montanelli, 20 -20099 Sesto San Giovanni (MI); tel. +39 02 24 128 (1), sito internet: www.imaitalia.it, e-mail: assistance@imaitalia.it, PEC: imaitalia@pec.imaitalia.it, Autorizzata all'esercizio con Decreto Ministeriale del 01/10/1993 pubblicato sulla Gazzetta Ufficiale n. 239 del 11/10/1993, Numero di iscrizione all'albo delle imprese di assicurazione e riassicurazione 1.00114.

Informazioni sulla situazione patrimoniale dell'impresa (I dati si riferiscono all'ultimo bilancio approvato relativo all'anno 2021) .
Ammontare complessivo del patrimonio netto: 25.632.150 €;
Parte del patrimonio netto relativa al capitale sociale: 3.856.985 €;
Parte del patrimonio netto relativa alle riserve patrimoniali: 20.098.876 € (riserve ed utili riportati a nuovo)
La relazione sulla solvibilità e sulla condizione finanziaria dell'impresa (SFCR) è disponibile al sito internet www.imaitalia.it nell'area comunicati.
Importo del requisito patrimoniale di solvibilità (SCR): 13.725.391€;
Requisito patrimoniale minimo (MCR): 6.176.426 €;
Fondi propri a copertura (eligible own funds): 28.709.381 €;
Indice di solvibilità (solvency ratio), che rappresenta il rapporto tra l'ammontare del margine di solvibilità disponibile ed il margine di solvibilità richiesto dalla normativa vigente: 209,17%.

Al contratto si applica la legge italiana.

Che cosa è assicurato?

ASSISTENZA IN VIAGGIO: CONSULTO MEDICO E SEGNALAZIONE DI UNO SPECIALISTA
Accertamento da parte dei medici della Struttura Organizzativa dello stato di salute dell'Assicurato e segnalazione di un medico specialistico in zona.

ASSISTENZA IN VIAGGIO: INVIO DI MEDICINALI URGENTI
Quando l'Assicurato necessiti urgentemente di medicinali, per i quali sia in possesso di regolare prescrizione medica, e che risultino irreperibili sul posto.

ASSISTENZA IN VIAGGIO: TRASPORTO SANITARIO
a) al più vicino luogo idoneo a prestare le cure di emergenza;
b) dal centro medico ove sono state prestate le prime cure di emergenza ad un centro medico meglio attrezzato.

ASSISTENZA IN VIAGGIO: RIENTRO SANITARIO DELL'ASSICURATO
Organizzazione e presa in carico del rientro sanitario dell'Assicurato, con il mezzo ritenuto più idoneo dalla Struttura Organizzativa, al luogo di residenza o in ospedale attrezzato in Italia, resosi necessario a seguito di infortunio o malattia che, a giudizio dei medici della Struttura Organizzativa, non possono essere curati sul posto. Il trasporto è interamente organizzato a spese della Società e comprende l'assistenza medica o infermieristica durante il viaggio, se necessaria. La prestazione non prevede massimali.

ASSISTENZA IN VIAGGIO: RIENTRO DELL'ASSICURATO CONVALESCENTE
qualora il suo stato di salute gli impedisca di rientrare con il mezzo inizialmente previsto dal contratto di viaggio, nonché il rimborso delle spese di soggiorno entro il limite massimo di € 100,00 al giorno e per un massimo di 7 giorni dopo la data di rientro. Tale garanzia si intende estesa ad un solo compagno di viaggio o ad un solo familiare maggiorenne purchè assicurati.

ASSISTENZA IN VIAGGIO: TRASPORTO DELLA SALMA
dell'Assicurato dal luogo del decesso fino al luogo di residenza ovvero al luogo di sepoltura in Italia.

ASSISTENZA IN VIAGGIO: RIENTRO DEI FAMIGLIARI O DI UN COMPAGNO DI VIAGGIO
purché assicurati a seguito di rientro sanitario e/o decesso dell'Assicurato.

ASSISTENZA IN VIAGGIO: RIENTRO ANTICIPATO DELL'ASSICURATO
alla propria residenza in caso di decesso o ricovero con imminente pericolo di vita di un familiare, se l'Assicurato chiede di rientrare prima della data che aveva programmato e con un mezzo diverso da quello inizialmente previsto.

ASSISTENZA IN VIAGGIO: VIAGGIO DI UN FAMILIARE
quando l'Assicurato sia ricoverato in ospedale per un periodo superiore a 5 giorni e si renda necessaria la presenza di un famigliare maggiorenne per assisterlo, qualora non già presente sul posto, viene rimborsato il costo del biglietto aereo o ferroviario di andata e ritorno, nonché le spese di soggiorno entro il limite massimo di € 100,00 al giorno e per un massimo di 7 giorni.

ASSISTENZA IN VIAGGIO: INTERPRETE A DISPOSIZIONE
quando l'Assicurato a seguito di ricovero o di procedura giudiziaria nei suoi confronti per fatti colposi avvenuti all'estero, trovi difficoltà a comunicare, la Struttura Organizzativa provvede ad inviare un interprete, per il solo tempo necessario alla sua azione professionale, con il limite massimo di € 500,00.

ASSISTENZA IN VIAGGIO: SEGNALAZIONE DI UN LEGALE/CAUZIONE PENALE
Segnalazione di un legale quando l'Assicurato sia ritenuto responsabile per fatti colposi avvenuti all'estero ed a lui imputabili, la Struttura Organizzativa segnala un legale e anticipa i costi per la difesa e/o per l'eventuale cauzione penale, previa adeguata garanzia bancaria, entro l'importo massimo di € 3.000,00.

ASSISTENZA IN VIAGGIO: ANTICIPO SPESE DI PRIMA NECESSITÀ
Anticipo spese di prima necessità a causa di eventi imprevisti di comprovata gravità e non dipendenti dalla propria volontà, contro adeguata garanzia bancaria, la Struttura Organizzativa provvederà a saldare eventuali fatture in loco o ad anticipare la somma di denaro necessaria fino ad un massimo di € 500,00.

ASSISTENZA IN VIAGGIO: PROLUNGAMENTO DEL SOGGIORNO
la Struttura Organizzativa provvederà per l'Assicurato, i famigliari o il compagno di viaggio, anche essi assicurati, all'organizzazione logistica per il pernottamento originato da un prolungamento del soggiorno dovuto a malattia o infortunio, a fronte di regolare certificato medico o quarantena o isolamento o sorveglianza attiva accertato, documentato e imposto dalle Autorità Italiane dell'Assicurato stesso, e l'Impresa terrà a proprio carico le spese di pernottamento fino a un massimo di 7 giorni e comunque entro il limite di € 100,00 al giorno.

ASSISTENZA IN VIAGGIO: TRASMISSIONE MESSAGGI URGENTI
Qualora l'Assicurato fosse impossibilitato a trasmettere messaggi di prima necessità a persone residenti in Italia, la Struttura Organizzativa provvederà alla comunicazione del messaggio al destinatario.

ASSISTENZA IN VIAGGIO: RIMBORSO SPESE TELEFONICHE
La Società prenderà in carico le eventuali spese documentate che si rendessero necessarie al fine di contattare la Struttura Organizzativa fino a concorrenza di € 100,00.

ASSISTENZA IN VIAGGIO: ASSISTENZA AI MINORI
Qualora a seguito di malattia o infortunio, l'Assicurato non possa prendersi cura dei figli minori in viaggio con lui, la Struttura Organizzativa mette a disposizione di un familiare o di un'altra persona designata, un biglietto A/R in treno o aereo, per raggiungere i minori e ricondurli al domicilio.

SPESE MEDICHE IN VIAGGIO
La garanzia ha per oggetto il rimborso delle spese mediche conseguenti a infortuni o malattia sostenute in loco, indispensabili e non rimandabili al rientro. La Società rimborserà le spese incontrate, nei limiti di costo degli ospedali pubblici e nelle strutture private purché autorizzate dalla Struttura Organizzativa e ferme le seguenti somme assicurate.
I Massimali che seguono variano in base alla destinazione del viaggio ed al livello di copertura scelto e sono da intendersi per persona e per periodo assicurativo:

Spese Mediche in Viaggio. Spese ospedaliere e chirurgiche	**MBA Plus**
USA e CANADA	€ 50.000,00
Mondo intero - Russia	€ 50.000,00
Europa	€ 20.000,00
Italia	€ 1.000,00
Sottolimite: Spese mediche e farmaceutiche	€ 500,00
Sottolimite: Spese per cure al rientro	€ 300,00
Sottolimite: Spese odontoiatriche urgenti	€ 150,00

BAGAGLIO
La Società rimborserà le perdite conseguenti a furto, rapina, scippo, incendio del bagaglio che l'Assicurato aveva con sé durante il viaggio, compresi gli abiti e gli oggetti indossati nonché esclusivamente nel caso di consegna a vettore, anche le perdite conseguenti a smarrimento e danneggiamento del bagaglio che l'Assicurato aveva con sé durante il viaggio.

Massimale per persona e per periodo assicurativo fino a:

Bagaglio. Danni da smarrimento e danneggiamento	**MBA Plus**
Mondo intero	€ 1.000,00

Limite massimo per singolo oggetto € 300,00.

Nell'ambito dei massimali di cui sopra si intendono inoltre rimborsabili:

SPESE DI PRIMA NECESSITÀ
In caso di ritardata riconsegna del bagaglio non inferiore alle 12 ore o mancata riconsegna del bagaglio da parte del vettore.

Massimale per persona e per periodo assicurativo fino a: € 300,00

RIFACIMENTO DOCUMENTI
Massimale per persona e per periodo assicurativo fino a: € 300,00

ANNULLAMENTO VIAGGIO
La Società rimborsa la penale applicata contrattualmente dall'Operatore Turistico o dalla Compagnia Aerea o di Navigazione all'Assicurato per rinuncia o modifica al viaggio determinata da cause o eventi oggettivamente imprevedibili al momento della prenotazione e documentabili, che colpiscano l'Assicurato o un suo familiare.

La garanzia è operante anche a seguito di:
a) stato di quarantena da COVID-19 imposto dalle Autorità Italiane. La quarantena deve essere imposta dall'autorità, deve includere il giorno della partenza del viaggio e deve essere in corso nel momento in cui è denunciato l'annullamento;
b) atti di terrorismo avvenuti successivamente alla prenotazione del viaggio, purché tali atti avvengano nei 30 giorni precedenti alla partenza e nel raggio di 100 km:
-dalla prima destinazione prevista risultante dalla prenotazione del viaggio assicurato;
-dall'aeroporto di destinazione unicamente in caso di acquisto del solo biglietto di viaggio.
Sono compresi nel rimborso della penale anche:
- i visti;
- le tasse aeroportuali non rimborsabili;
- gli adeguamenti carburante già previsti alla data di emissione della polizza ed inseriti nel costo complessivo del viaggio assicurato.

Sono esclusi dal rimborso della penale:
- i costi di gestione pratica;
- le fee di agenzia.

La Società rimborsa le penali d'annullamento addebitate all'Assicurato dal Contraente entro la percentuale massima prevista dalle condizioni di partecipazione al viaggio nel limite che dipende dal livello di copertura prescelto:
limite per Assicurato di € 10.000,00 e con il limite massimo per singolo evento di € 25.000,00.
Il rimborso della penale è effettuato a termini di polizza e fino alla concorrenza del capitale assicurato:

a) senza deduzione di alcuno scoperto per rinunce a seguito di morte o ricovero ospedaliero superiore a 3 giorni (Day Hospital o Pronto Soccorso esclusi) dell'Assicurato, dei familiari e del contitolare dell'azienda/studio associato;
b) per tutte le altre causali, con la deduzione di uno scoperto del 20% se la penale è inferiore al 90% a 30 giorni prima della partenza, del 30% se la penale è maggiore al 90% a 30 giorni prima della partenza.

INFORTUNI VIAGGIO COMPRESO VOLO
La garanzia è operante per gli infortuni che l'Assicurato subisca in viaggio nello svolgimento di ogni attività che non abbia carattere professionale.
Sono considerati "infortuni" anche:
a) gli infortuni derivanti da uso e guida di tutti i veicoli a motore e natanti;
b) l'asfissia non di origine morbosa;
c) gli avvelenamenti acuti da ingestione o da assorbimento di sostanze;
d) l'annegamento;
e) la folgorazione;
f) l'assideramento o il congelamento;
g) i colpi di sole, di calore o di freddo;
h) le infezioni e gli avvelenamenti conseguenti a lesioni, morsi di animali e punture di insetti;
i) gli infortuni subiti in stato di malore, di incoscienza o conseguenti a colpi di sonno;
j) gli infortuni derivanti da imperizia, imprudenza o negligenza anche grave;
k) le lesioni determinate da sforzo, con esclusione delle ernie di ogni natura degli strappi muscolari, della rottura

sottocutanea di tendini;
l) gli infortuni derivanti da tumulti popolari o da atti di terrorismo, vandalismo, attentati, a condizione che l'Assicurato non vi abbia preso parte attiva.
L'assicurazione è prestata per il caso di Morte e per il caso di Invalidità Permanente, nei limiti indicati di seguito: € 50.000,00.

INFORTUNI VIAGGIO COMPRESO VOLO: GUERRA E INSURREZIONE
Sono compresi gli infortuni derivanti da guerra, insurrezione, occupazione e invasione militare, che l'Assicurato subisca fuori del territorio della Repubblica Italiana, dello Stato della Città del Vaticano e della Repubblica di San Marino, ***per un massimo di 14 giorni dall'insorgere di tali eventi,*** se ed in quanto l'Assicurato risulti sorpreso dallo scoppio di tali eventi mentre si trovi nello Stato estero.

INFORTUNI VIAGGIO COMPRESO VOLO: RISCHIO VOLO
L'assicurazione è estesa agli infortuni che l'Assicurato subisca durante i viaggi aerei turistici o di trasferimento, effettuati in qualità di passeggero su velivoli o elicotteri da chiunque eserciti, tranne che:
- da società/aziende in occasione di voli diversi da trasporto pubblico di passeggeri;
- apparecchi per il volo da diporto o sportivo, quali a titolo esemplificativo e non limitativo, ultraleggeri, deltaplani, mezzi per il parapendio;
- da aeroclub.

Agli effetti della garanzia, il viaggio aereo si intende cominciato nel momento in cui l'Assicurato sale a bordo dell'aeromobile e si considera terminato nel momento in cui ne è disceso.

INFORTUNI VIAGGIO COMPRESO VOLO: EVENTI NATURALI
L'Assicurazione comprende gli infortuni derivanti da terremoto, eruzioni vulcaniche, maremoto, inondazioni.
Resta convenuto che in caso di evento che colpisca più persone assicurate con la presente polizza l'esborso a carico della Società non potrà superare l'importo complessivo di € 300.000,00.

INFORTUNI VIAGGIO COMPRESO VOLO: MORTE PRESUNTA
Qualora l'Assicurato sia scomparso a seguito d'infortunio indennizzabile ai termini di polizza e, in applicazione degli artt. 60 comma 3) e 62 del Codice Civile o dell'Art. 211 del Codice della Navigazione, l'Autorità Giudiziaria ne abbia dichiarato la morte presunta e di tale evento sia stata fatta registrazione negli atti dello stato civile, la Società corrisponderà ai beneficiari la somma assicurata per il caso di morte.

Che cosa NON è assicurato?

Rischi esclusi

A precisazione di quanto indicato nel DIP, quando non diversamente ed espressamente previsto nelle singole Garanzie/Prestazioni la Società non è obbligata per tutti i sinistri provocati o dipendenti da:
a) a) dolo, colpa grave, incuria dell'Assicurato;
b) guerra, anche civile, scioperi, rivoluzioni, sommosse o movimenti popolari, saccheggi e atti di vandalismo;
c) atti di terrorismo. La presente esclusione non è operante per le garanzie Assistenza in Viaggio, Spese Mediche in Viaggio e Annullamento Viaggio;
d) terremoti, alluvioni, fenomeni atmosferici aventi caratteristiche di calamità naturali, eruzioni vulcaniche;
e) esplosioni derivanti dalla detenzione di esplosivi, nonché dalla detenzione o dall'impiego di sostanze radioattive o di apparecchi per l'accelerazione di particelle atomiche, come pure i danni che, in relazione ai rischi assicurati, si siano verificati in connessione con fenomeni di trasmutazione del nucleo dell'atomo o con radiazioni provocate dall'accelerazione artificiale di particelle atomiche;
f) infortuni derivanti dallo svolgimento delle seguenti attività: alpinismo con scalata di rocce o accesso a ghiacciai, arrampicata libera (free climbing), sport aerei in genere; guida ed uso di deltaplani ed altri tipi di veicoli aerei ultraleggeri, paracadutismo, escursioni in mongolfiera, parapendii ed assimilabili; corse e gare automobilistiche, motonautiche e motociclistiche e relative prove ed allenamenti; guidoslitta, bob, sci acrobatico, salti dal trampolino con sci o idrosci, Kitesurfing, immersioni con autorespiratore, pugilato, lotta nelle sue varie forme, arti marziali in genere, atletica pesante, rugby, football americano, speleologia. Per bob, Kitesurfing e immersioni con autorespiratore l'esclusione di cui sopra non sarà operante nel caso in cui detta attività sportiva sia svolta unicamente a carattere ricreativo ed occasionale; si intendono comunque esclusi tutti gli infortuni sofferti in conseguenza di attività sportive svolte a titolo professionale.
g) atti di temerarietà;
h) le malattie infettive qualora l'intervento d'assistenza sia impedito da norme sanitarie nazionali o internazionali;
i) malattie che siano l'espressione o la conseguenza diretta di situazioni patologiche croniche, già note all'Assicurato alla sottoscrizione della polizza. Sono escluse le malattie che siano l'espressione o la conseguenza diretta di situazioni patologiche preesistenti, fermi i limiti meglio definiti nel Glossario alla voce "Malattia preesistente". Sono anche escluse le riacutizzazioni imprevedibili di patologie croniche che si verifichino dopo la prenotazione dei

	servizi turistici o del viaggio; j) svolgimento di attività che implichino l'utilizzo diretto di esplosivi o armi da fuoco; k) eventi che verificandosi in Paesi in stato di belligeranza rendano impossibile prestare Assistenza. Al riguardo si intendono Paesi in stato di belligeranza quelli segnalati tali sul sito del Ministero degli Esteri. Sono altresì escluse le prestazioni relative a viaggi intrapresi verso un territorio dove, al momento della partenza, sia operativo un divieto o una limitazione (anche temporanei) emessi da un'Autorità pubblica competente; l) malattie ed infortuni derivanti da abuso di alcolici e psicofarmaci nonché dall'uso non terapeutico di stupefacenti ed allucinogeni; turbe psicologiche, malattie psichiatriche, neuro-psichiatriche, stati d'ansia, stress o depressione; m) malattie correlate alla gravidanza oltre la 26ma settimana di gestazione e correlate al puerperio; aborto terapeutico; parto; n) viaggi intrapresi contro consiglio medico od allo scopo di sottoporsi a trattamento medico o chirurgico; o) viaggi in zone remote, raggiungibili solo con mezzi di soccorso speciale. p) epidemie aventi caratteristica di pandemia (dichiarata da OMS), ad eccezione dell'accertato e documentato contagio da COVID-19 per il quale la presente esclusione non è operante, di gravità e virulenza tale da comportare una elevata mortalità ovvero da richiedere misure restrittive al fine di ridurre il rischio di trasmissione alla popolazione civile. A solo titolo esemplificativo e non limitativo: chiusura di scuole e aree pubbliche, limitazione di trasporti pubblici in città, limitazione al trasporto aereo; q) quarantene ad eccezione dell'avvenuto contagio da COVID-19 o contatto con persona contagiata da COVID-19 che abbia come conseguenza lo stato di quarantena o isolamento o sorveglianza attiva accertato, documentato e imposto dalle Autorità. Sono inoltre escluse: r) le spese per la ricerca di persone scomparse o disperse, tranne nel caso dette spese siano sostenute da Enti od Autorità pubbliche e comunque entro il limite massimo di € 1.500,00; s) le Prestazioni in quei paesi che si trovassero in stato di belligeranza che renda impossibile l'assistenza; t) le perdite di denaro, biglietti di viaggio, titoli, collezioni di qualsiasi natura e campionari; u) le rotture o danni al bagaglio a meno che non siano conseguenza di furto, rapina, scippo o siano causati dal vettore; v) le perdite di oggetti incustoditi o causate da dimenticanza o smarrimento; w) le perdite, i danni o le spese mediche denunciati alla Società oltre i termini contrattualmente stabiliti; x) le Garanzie / Prestazioni di qualunque genere, conseguenti a sinistri avvenuti in occasione di mancata osservanza delle norme di cui alla legge n. 269 del 1998 "contro lo sfruttamento della prostituzione, della pornografia, del turismo sessuale in danno di minori, quali nuove forme di riduzione in schiavitù".

Ci sono limiti di copertura?

ASSISTENZA IN VIAGGIO: INVIO MEDICINALI URGENTI
In ogni caso il costo di detti medicinali resta a carico dell'Assicurato. La prestazione opera sempreché i medicinali siano commercializzati in Italia.

ASSISTENZA IN VIAGGIO: TRASPORTO SANITARIO
L'utilizzo dell'aereo sanitario è limitato agli spostamenti locali.

ASSISTENZA IN VIAGGIO: RIENTRO SANITARIO DELL'ASSICURATO
Il trasporto dai Paesi extra Europei, eccettuati quelli del Bacino del Mediterraneo e delle Isole Canarie, si effettua esclusivamente su aereo di linea su classe economica, eventualmente barellato.

ASSISTENZA IN VIAGGIO: RIMPATRIO SALMA
Sono escluse le spese relative alla cerimonia funebre e l'eventuale recupero e ricerca della salma.

ASSISTENZA IN VIAGGIO, Per le sole Garanzie/Prestazioni: Trasporto Sanitario; Rientro Sanitario dell' Assicurato; Rientro dell'Assicurato convalescente; Trasporto della salma; Rientro dei familiari; Rientro anticipato dell' Assicurato; Viaggio di un familiare; qualora l'Assicurato per motivi di forza maggiore si sia organizzato in proprio sostenendo le relative spese, la Società, a seguito di presentazione in originale di idonea certificazione medica rilasciata sul posto e dei documenti di spesa, provvederà al rimborso, entro e non oltre l'importo di € 750,00 e comunque nella misura strettamente necessaria.
1. Per gli Assicurati residenti all'estero le spese di rientro sono riconosciute nei limiti di costo per il rientro in Italia.
2. L'Assicurato è tenuto alla consegna alla Società dei biglietti di viaggio non utilizzati a seguito delle prestazioni godute.

SPESE MEDICHE IN VIAGGIO
Per ogni sinistro verrà applicata una franchigia assoluta di € 50,00 che rimane a carico dell'Assicurato.

BAGAGLIO
L'indennizzo verrà corrisposto in base al valore commerciale e in nessun caso si terrà conto dei valori affettivi.
La Società rimborserà complessivamente:
- fino al 50% della somma assicurata i danni ad apparecchiature fotocineottiche e materiale fotosensibile; radio, televisori, registratori, ogni altra apparecchiatura elettronica; strumenti musicali; armi da difesa personale e/o da caccia; attrezzatura subacquea; occhiali da vista o da sole.

- fino al 30% della somma assicurata i danni a cosmetici, medicinali, articoli sanitari; gioielli, pietre preziose, perle, orologi, oggetti d'oro, d'argento e di platino, pellicce e altri oggetti preziosi.

La somma prevista è inoltre ridotta del 50% per i danni che derivano da:
• dimenticanza, incuria dell'assicurato;
• furto con scasso del bagaglio contenuto all'interno del veicolo regolarmente chiuso a chiave non visibile dall'esterno;
• furto dell'intero veicolo,
• furto di oggetti contenuti nella tenda sempreché sia posta in un campeggio regolarmente attrezzato e autorizzato.
Gli oggetti lasciati in automobile, nel camper, nel caravan od a bordo di motocicli o altri veicoli sono assicurati solo se riposti nel bagagliaio chiuso a chiave non visibili all'esterno ed il mezzo viene lasciato in un parcheggio custodito a pagamento.

ANNULLAMENTO VIAGGIO
Ferme le esclusioni valide per tutte le garanzie e prestaizoni e ad integrazione di quanto Indicato nelle singole Garanzie, sono esclusi dall'assicurazione ogni indennizzo, prestazione, conseguenza e/o evento derivante direttamente od indirettamente da:
- cause non oggettivamente documentabili;
- cause documentabili ma note all'Assicurato al momento della prenotazione;
- fallimento del vettore o dell'agenzia o dell'organizzatore di Viaggio;
- quarantene fiduciarie o preventive, fatto salvo quanto previsto dall' oggetto della garanzia;
- decisione di non viaggiare;
- malattie preesistenti e croniche.
- motivi che non impediscano la partecipazione al viaggio;
- cancellazione volo.

ANNULLAMENTO VIAGGIO
La garanzia è valida esclusivamente se la polizza è stata stipulata contestualmente alla data di prenotazione/acquisto del viaggio. La garanzia è operante per una unica richiesta di risarcimento indipendentemente dall'esito, al verificarsi della quale decade.

L'operatività della garanzia è subordinata alle seguenti disposizioni e limiti di indennizzo, ovvero:

a) fino alla concorrenza del capitale assicurato, come comunicato alla Società;

b) qualora il viaggio venga annullato in un momento successivo al verificarsi di uno degli eventi previsti dall'oggetto della garanzia.
La Società rimborsa la penale prevista alla data in cui tale evento si è manifestato, purché non superiore a quella effettivamente applicata (art. 1914 C.C.).
Pertanto, la maggior penale addebitata a seguito di ritardo nella comunicazione di rinuncia al viaggio rimarrà a carico dell'Assicurato;

c) la Società ha diritto di subentrare nel possesso dei titoli di viaggio non utilizzati;

d) in caso di malattia o infortunio di una delle persone indicate ai precedenti articoli, è data facoltà ai medici della Società di effettuare un controllo medico.

INFORTUNI VIAGGIO COMPRESO VOLO
Fermo quanto indicato dalle suindicate esclusioni valide per tutte le garanzie e prestazioni,ad integrazione di quanto Indicato nelle singole Garanzie, sono escluse dalla garanzia gli infortuni causati:
- dalla guida di qualsiasi veicolo o natante a motore, se l'Assicurato è privo dell'abilitazione prescritta dalle disposizioni vigenti, salvo il caso di guida con patente scaduta, ma a condizione che l'Assicurato abbia, al momento del sinistro, i requisiti per il rinnovo;
- dalla guida e dall'uso di mezzi di locomozione aerea di qualsiasi tipo, salvo quanto previsto nel successivo articolo "Rischio Volo";
- da ubriachezza, dall'uso di allucinogeni, dall'uso non terapeutico di stupefacenti e psicofarmaci;
- da operazioni chirurgiche, accertamenti o cure mediche non resi necessari da infortunio;
- dalla partecipazione dell'Assicurato a delitti da lui commessi o tentati;
- da alluvioni, inondazioni, terremoto ed eruzioni vulcaniche;
- da guerra e insurrezioni, salvo quanto previsto nel caso di infortuni causati da guerra e insurrezioni;
- da trasformazioni o assestamenti energetici dell'atomo, naturali o provocati, e da accelerazioni di particelle atomiche (fissione e fusione nucleare, isotopi radioattivi, macchine acceleratrici, raggi X, ecc.), da sostanze radioattive, batteriologiche e/o chimiche quando usate per fini non pacifici;
- dalla pratica delle seguenti attività sportive: sport comportanti l'uso di mezzi di locomozione aerea, compresi quelli definiti dalla legge "apparecchi per il volo da diporto sportivo" ovvero ultraleggeri, deltaplani, paracadute, parapendio e simili, pugilato, atletica pesante, lotta nelle sue varie forme, judo, karate, e arti marziali in genere, speleologia, salti dal trampolino con sci o idroscì, sci acrobatico in genere (free style), guidoslitta, skeleton, bob, rugby, football americano, immersioni non in apnea, alpinismo con scalata di roccia o accesso a ghiacciai, arrampicata libera (free climbing), sci alpinismo, sci estremo, canoa fluviale, discesa di rapide, hockey su ghiaccio o rotelle, skateboard;
- dalla pratica di calcio, calcetto, ciclismo, equitazione, sci, pattinaggio a rotelle o su ghiaccio, pallavolo,

pallacanestro, pallanuoto, pallamano, pentathlon moderno, scherma, baseball, canottaggio, qualora l'infortunio si verifichi durante gare e competizioni (e relative prove o allenamenti) organizzate o svolte sotto l'egida delle rispettive Federazioni sportive o Associazioni ad esse equiparabili.

INFORTUNI VIAGGIO COMPRESO VOLO
Limiti in caso di cumulo
a) Morte
Se l'infortunio ha come conseguenza la morte e la stessa si verifica, anche successivamente alla scadenza della polizza, entro 2 anni dal giorno dell'infortunio, la Società corrisponde la somma assicurata ai beneficiari designati o, in difetto di designazione, agli eredi dell'Assicurato in parti uguali. L'indennizzo per il caso di morte non è cumulabile con quello per invalidità permanente.
Tuttavia, se dopo il pagamento di un indennizzo per invalidità permanente l'Assicurato muore in conseguenza del medesimo infortunio, la Società corrisponde ai beneficiari soltanto la differenza tra l'indennizzo per morte, se superiore, e quello già pagato per invalidità permanente.

b) Invalidità Permanente
Se l'infortunio ha come conseguenza l'invalidità permanente, l'indennizzo è dovuto solo se l'invalidità stessa si sia verificata (anche successivamente alla scadenza dell'assicurazione) entro 2 anni dal giorno dell'infortunio.
L'indennizzo per invalidità permanente parziale è calcolato sulla somma assicurata per invalidità permanente Totale, in proporzione al grado di invalidità permanente che va accertato facendo riferimento alla tabella delle percentuali di invalidità prevista nello Allegato 1 del D.P.R. 30 giugno 1965 n. 1124 e successive modifiche intervenute fino alla data di stipulazione della polizza.
Per le menomazioni degli arti superiori, in caso di mancinismo, le percentuali di invalidità previste per il lato destro varranno per il lato sinistro e viceversa.
Se la lesione comporta una minorazione, anziché la perdita totale, le percentuali indicate vengono ridotte in proporzione alla funzionalità perduta. Nei casi di invalidità permanente non specificati nella tabella di cui sopra, l'indennizzo è stabilito con riferimento alle percentuali dei casi indicati, tenendo conto della diminuita capacità generica lavorativa indipendentemente dalla professione dell'Assicurato.
La perdita totale, anatomica o funzionale, di più organi od arti comporta l'applicazione di una percentuale di invalidità pari alla somma delle singole percentuali dovute per ciascuna lesione, con il massimo del 100%.

INFORTUNI VIAGGIO COMPRESO VOLO
La liquidazione dell'indennità dovuta per invalidità permanente verrà determinata applicando una franchigia di 5 punti percentuali. Pertanto, la Società non liquida alcuna indennità se l'invalidità permanente è di grado non superiore al 5% della totale. Se invece l'invalidità permanente è di grado superiore al 5% della totale, la Società liquida l'indennità solo per la parte eccedente.

INFORTUNI VIAGGIO COMPRESO VOLO
La liquidazione dell'indennità dovuta per invalidità permanente verrà determinata applicando una franchigia di 5 punti percentuali. Pertanto, la Società non liquida alcuna indennità se l'invalidità permanente è di grado non superiore al 5% della totale. Se invece l'invalidità permanente è di grado superiore al 5% della totale, la Società liquida l'indennità solo per la parte eccedente.

INFORTUNI VIAGGIO COMPRESO VOLO
Si conviene tra le parti che, nel caso di sinistro che colpisca contemporaneamente più persone assicurate con la presente polizza, in conseguenza di un unico evento, ***l'esborso massimo complessivo a carico della Società non potrà essere superiore a € 300.000,00. Se gli indennizzi complessivamente dovuti eccedessero tale importo, la Società procederà alla loro riduzione proporzionale.***

Che obblighi ho? Quali obblighi ha l'impresa?

Cosa fare in caso di sinistro?

ASSISTENZA IN VIAGGIO

Avvertenza: Le Prestazioni sono fornite esclusivamente previa autorizzazione della Struttura Organizzativa.

La Società mette a disposizione dell' Assicurato, nel caso in cui si trovi in una situazione di difficoltà a seguito del verificarsi di un evento fortuito, ed entro i limiti convenuti, le prestazioni di immediato aiuto di seguito descritte tramite la Struttura Organizzativa costituita da medici, tecnici ed operatori, in funzione 24 ore su 24 telefonando al numero

NUMERO TELEFONICO DI ASSISTENZA IN VIAGGIO

+39 02 24128 529

La Struttura Organizzativa provvede per incarico della Società a fornire i seguenti servizi di Assistenza ai Clienti/ Viaggiatori assicurati.

Qualora l'Assicurato fosse nell'impossibilità di contattare telefonicamente la Struttura Organizzativa, potrà inviare un fax al n. 02.24128245 o un telegramma indirizzato a: IMA Italia Assistance S.p.A. – Piazza Indro Montanelli 20 – 20099 Sesto San Giovanni (MI).

SPESE MEDICHE IN VIAGGIO

La Società, preventivamente contattata, chiamando la Struttura Organizzativa al numero:

NUMERO TELEFONICO DI ASSISTENZA

+39 02 24128 529

rilascia un numero di pratica all'assicurato e provvede al pagamento diretto delle Spese Ospedaliere e Chirurgiche. La garanzia sarà prestata fino al momento in cui l'Assicurato sarà dimesso o sarà ritenuto, sulla base di un parere medico ufficiale fornito alla Società, in condizioni di essere rimpatriato.

Nei casi in cui la Società non possa effettuare il pagamento diretto, le spese saranno rimborsate sempreché autorizzate dalla Struttura Organizzativa contattata preventivamente o, comunque, non oltre la data di dimissioni dell'Assicurato.

ATTENZIONE!

Per spese superiori a € 1.000,00 dovrà invece essere sempre ottenuta l'autorizzazione preventiva della Struttura Organizzativa.

La mancanza di un numero di pratica si assume come mancanza di contatto con la struttura, salvo prova contraria.

In caso di oggettiva e comprovata impossibilità di contattare la Struttura Organizzativa, l'Assicurato deve contattare la Struttura Organizzativa appena ne ha la possibilità e comunque sempre prima di prendere qualsiasi iniziativa personale.

L'inadempimento di tali obblighi può comportare la decadenza dal diritto alle prestazioni di assistenza, ai sensi dell'art. 1915 C.C.

In caso di sinistro, successivamente al contatto telefonico tempestivo con la Struttura Organizzativa e solo dopo aver preso precisi accordi con la Struttura stessa, l'Assicurato dovrà effettuare, entro e non oltre 15 giorni dal verificarsi del sinistro, una denuncia attraverso una delle seguenti modalità:

•collegandosi al portale sinistri all'indirizzo: www.sinistri.imaitalia.it; in alternativa

•via mail all'indirizzo sinistri.viaggi@imaitalia.it allegando i documenti in formato PDF; in alternativa

•in originale con raccomandata AR indirizzata a: IMA Italia Assistance S.p.A., Piazza Indro Montanelli 20, 20099, SESTO SAN GIOVANNI (MI); in alternativa

•telefonando al numero dedicato alla gestione delle richieste di rimborso Tel. +39 02 24128449, attivo dal lunedì al venerdì dalle ore 9:00 alle ore 17:00.

inviando

-propri dati anagrafici, Codice Fiscale, dati della Tessera Assicurativa, codice IBAN;

-diagnosi del medico curante sul posto;

-originali delle fatture o ricevute pagate;

-la Società potrà richiedere successivamente, per poter procedere alla definizione del sinistro, ulteriore documentazione che l'Assicurato sarà tenuto a trasmettere.

L'inadempimento degli obblighi relativi alla denuncia del Sinistro può comportare la perdita del diritto all'Indennizzo, ai sensi dell'art. 1915 del C.C.

BAGAGLIO

In caso di danni o perdite al bagaglio, l'Assicurato, entro 15 giorni dalla data del rientro, dovrà denunciare il sinistro alla Società, attraverso una delle seguenti modalità:

•collegandosi al portale sinistri all'indirizzo: www.sinistri.imaitalia.it; in alternativa

•via mail all'indirizzo sinistri.viaggi@imaitalia.it allegando i documenti in formato PDF; in alternativa

•in originale con raccomandata AR indirizzata a: IMA Italia Assistance S.p.A., Piazza Indro Montanelli 20, 20099, SESTO SAN GIOVANNI (MI); in alternativa

•telefonando al numero dedicato alla gestione delle richieste di rimborso Tel. +39 02 24128449, attivo dal lunedì al venerdì dalle ore 9:00 alle ore 17:00.

La relativa richiesta dovrà essere corredata dei seguenti documenti:

a) Cognome, nome, indirizzo, Codice Fiscale, dati identificativi della polizza, codice IBAN;

b) Descrizione dettagliata delle circostanze in cui si è verificato il sinistro;

c) Descrizione, valore, data di acquisto degli oggetti perduti o danneggiati, preventivo di riparazione o dichiarazione di irreparabilità;

d) In caso di bagagli affidati al vettore aereo: copia del rapporto di smarrimento o danneggiamento (RIB o PIR, da ottenersi presso l'ufficio "Lost and Found" dell'Ente Aeroportuale e copia della lettera di reclamo inviata nei termini di legge al vettore aereo ed eventuale risposta dello stesso. Trascorsi inutilmente 90 giorni dalla data di invio della lettera di reclamo al vettore aereo l'Assicurato potrà comunicare alla Società la mancata risposta. In tal caso la Società liquiderà l'indennizzo dovuto a termini di polizza previa applicazione della franchigia. Resta salvo il diritto di surroga della Società nei confronti del Vettore medesimo. L'Assicurato si obbliga a dare comunicazione alla Società di eventuali ulteriori somme da chiunque ricevute a titolo di indennizzo per il medesimo danno ed a restituire tempestivamente alla Società gli importi non contrattualmente dovuti;

e) In caso di bagagli affidati al vettore marittimo, terrestre o all'albergatore: copia del reclamo

debitamente controfirmata per ricevuta dal vettore o albergatore e loro risposta;

f) In caso di bagagli non consegnati: copia della denuncia all'autorità del luogo dell'avvenimento e copia del reclamo scritto ad eventuali responsabili (albergo. ristorante. autorimessa. etc.) e loro risposta;

g) In caso di acquisti di beni prima necessità: gli scontrini che documentino il costo e la natura dei beni acquistati.

L'Assicurato è tenuto a salvaguardare il diritto di rivalsa della Società nei confronti del responsabile della perdita o danno del bagaglio quindi deve sporgere immediato reclamo scritto nei confronti dell'albergatore, vettore o altro responsabile. Deve altresì denunciare i casi di furto, scippo o rapina all'Autorità del luogo di avvenimento.

ANNULLAMENTO VIAGGIO

Nel caso si verifichi un evento che renda impossibile la partecipazione al viaggio, l'Assicurato, pena la decadenza al diritto al rimborso, dovrà scrupolosamente osservare i seguenti obblighi:

1) Annullare la prenotazione all'Operatore Turistico immediatamente, al fine di fermare la misura delle penali applicabili. L'annullamento andrà notificato comunque prima dell'inizio dei servizi prenotati. In ogni caso la Società rimborserà la penale d'annullamento prevista alla data in cui si è verificato l'evento che ha dato origine alla rinuncia; l'eventuale maggiore quota di penale dovuta a seguito di ritardata comunicazione di rinuncia resterà a carico dell'Assicurato.

2) Denunciare l'annullamento alla Società entro 10 giorni dal verificarsi dell'evento che ha causato l'annullamento. L'assicurato dovrà effettuare la denuncia direttamente alla Società.

La denuncia deve essere effettuata direttamente alla Società *attraverso una delle seguenti modalità*:

- collegandosi al portale sinistri all'indirizzo: www.sinistri.imaitalia.it; in alternativa
- via mail all'indirizzo sinistri.viaggi@imaitalia.it allegando i documenti in formato PDF; in alternativa
- in originale con raccomandata AR indirizzata a: IMA Italia Assistance S.p.A., Piazza Indro Montanelli 20, 20099, SESTO SAN GIOVANNI (MI); in alternativa
- telefonando *al numero* dedicato alla gestione delle richieste di rimborso *Tel. +39 02 24128449*, attivo dal lunedì al venerdì dalle ore 9:00 alle ore 17:00.

Tale denuncia dovrà obbligatoriamente contenere tutte le seguenti informazioni:

- nome cognome, codice fiscale, indirizzo completo del domicilio onde poter esperire eventuale visita medico legale e telefono ove sia effettivamente rintracciabile l'Assicurato;
- riferimenti del viaggio e della copertura quali: estremi della tessera assicurativa o nome dell'Operatore Turistico, data di prevista partenza del viaggio a cui si deve rinunciare e ove possibile estratto conto di prenotazione o scheda di iscrizione;
- la descrizione delle circostanze che costringono l'Assicurato ad annullare;
- la certificazione medica o, nei casi di garanzia non derivanti da malattia o infortunio, altro documento comprovante l'impossibilità di partecipare al viaggio.

Anche successivamente (se non immediatamente disponibili) e con le stesse modalità dovranno comunque essere forniti:

- estratto conto di prenotazione o scheda di iscrizione (se non precedentemente forniti);
- fattura della penale addebitata;
- quietanza di pagamento emessa dall'Operatore Turistico;
- certificazione medica in originale;
- codice IBAN;
- documentazione rilasciata dall'Autorità Competente comprovante lo stato di quarantena, isolamento, sorveglianza attiva per contagio da COVID;
- ogni ulteriore documento richiesto dalla Società al fine di permettere la gestione del sinistro.

INFORTUNI VIAGGIO COMPRESO VOLO

In caso di sinistro, il Contraente o l'Assicurato o i suoi aventi diritto devono darne avviso scritto alla Società entro 3 giorni da quando ne hanno avuto la possibilità.

La denuncia del sinistro sottoscritta dall'Assicurato o, in caso di impedimento per le conseguenze riportate, dai suoi aventi diritto, deve essere corredata da certificato medico e deve contenere l'indicazione del luogo, giorno ed ora dell'evento, nonché una dettagliata descrizione delle sue modalità di accadimento.

La denuncia può avvenire attraverso una delle seguenti modalità:

	• collegandosi al portale sinistri all'indirizzo: www.sinistri.imaitalia.it; in alternativa • via mail all'indirizzo sinistri.viaggi@imaitalia.it allegando i documenti in formato PDF; in alternativa • in originale con raccomandata AR indirizzata a: IMA Italia Assistance S.p.A., Piazza Indro Montanelli 20, 20099, SESTO SAN GIOVANNI (MI); in alternativa • telefonando al numero dedicato alla gestione delle richieste di rimborso Tel. +39 02 24128449, attivo dal lunedì al venerdì dalle ore 9:30 alle ore 17:00. Il decorso delle lesioni deve essere documentato da ulteriori certificati medici. L'Assicurato o, in caso di morte, i beneficiari designati o gli eredi legittimi e/o testamentari, deve consentire alla Società le indagini, le valutazioni e gli accertamenti ritenuti necessari dalla Società. L'Assicurato è altresì tenuto a sottoporsi, in Italia, agli accertamenti, visite e controlli medici disposti dalla Società e a fornire tutta la documentazione sanitaria in originale, sciogliendo a tal fine dal segreto professionale i medici e gli Istituti di cura. L'inadempimento degli obblighi sopra indicati può comportare la perdita totale o parziale del diritto all'indennizzo.
	Assistenza diretta/in convenzione: non sono presenti prestazioni fornite direttamente all'assicurato da enti/strutture convenzionate con la compagnia.
	Gestione da parte di altre imprese: La presente polizza non prevede la gestione da parte di altre imprese
	Prescrizione: Ogni diritto nei confronti della Società si prescrive entro il termine di due anni dalla data del sinistro che ha dato origine al diritto alla Prestazione/Garanzia in conformità a quanto previsto all'Art. 2952 c.c.
Dichiarazioni inesatte o reticenti	Le dichiarazioni inesatte o le reticenze del Contraente, relative a circostanze che influiscono sulla valutazione del rischio, possono comportare la perdita totale o parziale del diritto alle Prestazioni/Garanzie nonché la stessa cessazione dell'assicurazione, ai sensi degli articoli 1892, 1893 e 1894 del Codice Civile. Il Comtraente deve dare comunicazione scritta alla Società di ogni aggravamento e diminuzione del rischio ai sensi di quanto previsto dalle condizioni di Assicurazione, nonché dagli artt. 1897 e 1898 del Codice Civile.
Obblighi dell'impresa	l'indennizzo è corrisposto all'Assicurato entro il termine di 30 gg. dal ricevimento di tutta la documentazione richiesta dall'Ufficio Gestione Sinistri.

Quando e come devo pagare?

Premio	Non vi sono informazioni ulteriori rispetto a quelle contenute nel Documento Informativo relativo al prodotto assicurativo.
Rimborso	Per questa polizza non è previsto il rimborso del premio e pertanto non si applicano le relative trattenute previste per legge.

Quando comincia la copertura e quando finisce?

Durata	Per l'assicurato la polizza decorre per la garanzia annullamento dalla data di prenotazione e per le altre garanzie dalla data di partenza alla data di ritorno risultanti dall'estratto conto di prenotazione.
Sospensione	Per questa polizza non sono previste particolari ipotesi di sospensione delle garanzie.

Come posso disdire la polizza?

Ripensamento dopo la stipulazione	Per la presente polizza non è previsto il diritto di ripensamento.
Risoluzione	Non sono previsti casi ulteriori che legittimano la risoluzione del contratto.

A chi è rivolto questo prodotto?

A tutte le persone che intendono assicurarsi contro i principali rischi che possono verificarsi nel corso di un viaggio.

Quali costi devo sostenere?

La presente polizza è gratuita per gli Assicurati. Il pagamento del premio è sostenuto dal Contraente e comprensivo di provvigioni. La provvigione media è pari al 15,00% del premio imponibile.

COME POSSO PRESENTARE I RECLAMI E RISOLVERE LE CONTROVERSIE?

All'impresa assicuratrice	Eventuali reclami riguardanti il rapporto contrattuale o la gestione dei sinistri devono essere inoltrati per iscritto a IMA Italia Assistance S.p.A., Ufficio Reclami, Piazza Indro Montanelli 20, 20099 Sesto San Giovanni – fax: +39 02.26223973– p.e.c: imaitalia@pec.imaitalia.it. La funzione aziendale incaricata dell'esame dei reclami ricevuti è l'Ufficio Reclami di IMA Italia Assistance S.p.A. In ottemperanza alle vigenti disposizioni la risposta al reclamo avverrà entro 45 giorni dal suo ricevimento.
All'IVASS	Qualora l'esponente non si ritenga soddisfatto dall'esito del reclamo o in caso di assenza di riscontro nel termine massimo di quarantacinque giorni, potrà rivolgersi all'IVASS, trasmettendo il reclamo via posta a IVASS Servizio Tutela del Consumatore, Via del Quirinale 21, 00187 Roma, oppure a mezzo fax al n. 06.42133206, o anche via p.e.c. all'indirizzo tutela.consumatore@pec.ivass.it, corredando l'esposto della documentazione relativa al reclamo trattato dalla Società. Info su: www.ivass.it. In relazione alle controversie inerenti la quantificazione dei danni e l'attribuzione della responsabilità si ricorda che permane la competenza esclusiva dell'Autorità Giudiziaria, oltre alla facoltà di ricorrere a sistemi conciliativi ove esistenti.
PRIMA DI RICORRERE ALL'AUTORITÀ GIUDIZIARIA è possibile avvalersi di sistemi alternativi di risoluzione delle controversie, quali (indicare quando obbligatori):	
Mediazione	Interpellando un Organismo di Mediazione tra quelli presenti nell'elenco del Ministero della Giustizia, consultabile sul sito **www.giustizia.it**. (Legge 9/8/2013, n. 98) Sitema alternativo obbligatorio.
Negoziazione assistita	Tramite richiesta del proprio avvocato all'Impresa.
Altri sistemi alternativi di risoluzione delle controversie	Per la risoluzione delle liti transfrontaliere è possibile presentare reclamo all'IVASS o direttamente al sistema estero competente chiedendo l'attivazione della procedura FIN-NET accedendo al sito internet http://ec.europa.eu/finance/fin-net/.

PER QUESTO CONTRATTO L'IMPRESA NON DISPONE DI UN'AREA INTERNET RISERVATA AL CONTRAENTE (c.d. *HOME INSURANCE*), PERTANTO DOPO LA SOTTOSCRIZIONE NON POTRAI CONSULTARE TALE AREA, NÉ UTILIZZARLA PER GESTIRE TELEMATICAMENTE IL CONTRATTO MEDESIMO.

TERMINI E CONDIZIONI
TABELLA RIEPILOGATIVA DELLE GARANZIE

Garanzie di assicurazione / *Prestazioni*	**STUDENT 365 ALL RISK**	
	MASSIMALI	**FRANCHIGIE**
Assistenza in viaggio	**INCLUSO**	**NO Franchigia**
Consulto medico e segnalazione di uno specialista	Incluso	
Invio di medicinali urgenti	Incluso	
Trasporto sanitario	Incluso	
Rientro sanitario dell'assicurato	Incluso	
Rientro dell'assicurato convalescente	€ 100 al gg/max 7 gg	
Trasporto della salma	Incluso	
Rientro familiare / compagno di viaggio	Incluso	
Rientro anticipato dell'assicurato	Incluso	
Viaggio di un famigliare per ricovero dell'Assicurato superiore a 5 gg	€ 100 al gg/max 7 gg	
Interprete a disposizione	€ 500,00	
Segnalazione di un legale / Cauzione penale	€ 3.000,00	
Anticipo spese prima necessità	€ 500,00	
Prolungamento del soggiorno	€ 100 al gg/max 10 gg	
Trasmissione messaggi urgenti	Inclusa	
Rimborso spese Telefoniche	€ 100,00	
Assistenza ai minori	Inclusa	
Spese Mediche in Viaggio. Spese ospedaliere e chirurgiche	**INCLUSO**	**€ 35,00**
USA e CANADA	€ 250.000,00	
Mondo intero - Russia	€ 100.000,00	
Europa	€ 30.000,00	
Italia	€ 1.000,00	
Sottolimite: Spese mediche e farmaceutiche	€ 500,00 Italia / € 1.000,00 Estero	
Sottolimite: Spese per cure al rientro	€ 500,00 Italia / € 2.500,00 Estero	
Sottolimite: Spese odontoiatriche urgenti	€ 150,00	
Bagaglio. Danni da smarrimento e danneggiamento	**INCLUSO**	**NO Franchigia**
Mondo intero	€ 1.000,00	
Sottolimite: Spese di prima necessità (ritardo oltre 12 ore)	€ 300,00	
Sottolimite: Rifacimento documenti	€ 300,00	
Sottolimite: Limite singolo oggetto	€ 300,00	
Annullamento viaggio	**INCLUSO**	**20% con penale <90% a 30 giorni prima della partenza, 30% con penale >90%**
Massimale per Persona	€ 10.000,00	
Massimale per Evento	€ 25.000,00	
Infortuni in viaggio compreso volo	**INCLUSO**	**Invalidità permanente inferiore a 5 punti percentuali**
Per persona	€ 50.000,00	
Per eventi naturali	€ 300.000,00	
Per unico evento	€ 300.000,00	

GLOSSARIO

Il presente paragrafo contiene ed esplica i termini tecnici comunemente utilizzati in un contratto assicurativo, che il Contraente potrà utilizzare per una migliore comprensione del contratto di Assicurazione. **Si avverte che i termini di seguito riportati non assumono alcun significato ai fini dell'interpretazione del contratto di Assicurazione, in relazione al quale avranno rilevanza unicamente le Definizioni di cui alle Condizioni di Assicurazione.**

Assicurato: nei rami danni, la persona nell'interesse della quale è stipulato il contratto nonché titolare del diritto all'eventuale indennizzo.
Assicuratore: La Società assicuratrice esercente professionalmente e in forma esclusiva l'attività assicurativa, autorizzata dall'IVASS e sottoposta alla sua vigilanza.
Assicurazione: l'operazione con cui un soggetto (Assicurato) trasferisce a un altro soggetto (Società) un rischio al quale egli è esposto.
Codice delle Assicurazioni: il Decreto Legislativo 7 settembre 2005, n. 209, come successivamente modificato.
Contraente: il soggetto che stipula l'assicurazione e si obbliga a pagare il premio. Il Contraente può non coincidere con l'Assicurato. Le due figure coincidono quando il Contraente assicura un interesse di cui è titolare (ad esempio, un bene di sua proprietà).
Danno indennizzabile: danno determinato in base alle condizioni tutte di polizza, senza tenere conto di eventuali scoperti, franchigie e limiti di indennizzo.
Franchigia: l'importo prestabilito, dedotto dal danno indennizzabile, che l'Assicurato tiene a suo carico e per il quale l'Assicuratore non riconosce l'indennizzo.
Indennizzo: la somma dovuta dall'Assicuratore all'Assicurato in caso di sinistro.
IVASS: Istituto per la Vigilanza sulle Assicurazioni. Ente di diritto pubblico cui spetta il controllo sulle imprese di assicurazione, nonché sugli intermediari di assicurazione (agenti e i broker) e sui periti per la stima dei danni ai veicoli.
Massimale: l'obbligazione massima dell'Assicuratore per sinistro e/o per periodo assicurativo prevista per una specifica garanzia.
Polizza: il documento che prova l'esistenza del contratto.
Premio: il prezzo che il Contraente paga per acquistare la garanzia offerta dall'Assicuratore. Il pagamento del premio costituisce, di regola, condizione di efficacia della garanzia. I premi possono essere: unici, periodici, unici ricorrenti.
Risarcimento: la somma dovuta dall'Assicurato al terzo danneggiato in caso di sinistro.
Rischio: la probabilità che si verifichi il sinistro e l'entità dei danni che possono derivarne.
Rivalsa: il diritto che spetta all'Assicuratore nei confronti dell'Assicurato e che consente all'Assicuratore di recuperare dall'Assicurato gli importi pagati ai terzi danneggiati, nei casi in cui essa avrebbe avuto contrattualmente il diritto di rifiutare o di ridurre la propria prestazione.
Sinistro: il verificarsi dell'evento dannoso per il quale è prestata la garanzia assicurativa.
Surrogazione: la facoltà dell'Assicuratore che abbia corrisposto l'Indennizzo di sostituirsi all'Assicurato nei diritti verso il terzo responsabile, qualora il danno dipenda dal fatto illecito di un terzo.

DEFINIZIONI

Ai seguenti termini la Società e il Contraente attribuiscono convenzionalmente questi significati:

Anno: periodo di tempo pari a 365 giorni, o a 366 giorni in caso di anno bisestile.
Assicurato: soggetto il cui interesse è protetto dall'Assicurazione.
Assicurazione: il contratto di assicurazione.
Assistenza: l'aiuto tempestivo in denaro o in natura, fornito all'Assicurato che si trovi in difficoltà a seguito del verificarsi di un Sinistro.
Atto di Terrorismo: azione intenzionalmente posta in essere o anche solo minacciata da una o più persone espressione di gruppi organizzati, al fine di intimidire, condizionare o destabilizzare uno Stato, la popolazione o una parte di essa.
Bagaglio: l'insieme dei capi di vestiario e dei beni di proprietà dell'Assicurato, che lo stesso indossa e/o porta con sé, compresi la valigia, la borsa, lo zaino che li possono contenere, esclusi valori.
Beneficiario: gli eredi dell'Assicurato o le altre persone da questi designate, ai quali la Società deve corrispondere la somma assicurata per il caso di morte dell'Assicurato.
Biglietto di viaggio: biglietto ferroviario di prima classe o biglietto aereo di classe turistica.
Calamità naturali: alluvioni, inondazioni, terremoti, maremoti, uragani, trombe d'aria e altri fenomeni naturali aventi carattere di eccezionalità, che producano gravi danni materiali oggettivamente constatabili e documentati o siano identificati come tali da organismi internazionalmente riconosciuti.
Contraente: B & T BROKER S.R.L., P. Iva 05862701215, con sede legale in Via Belisario Corenzio n. 21 – 80127- Napoli

Destinazione: la località riportata sul contratto di viaggio/estratto conto di prenotazione del Contraente di polizza come meta del soggiorno o la prima tappa in caso di viaggio che preveda un pernottamento.
Domicilio: il luogo in cui la persona fisica ha stabilito la sede principale dei suoi affari e interessi.
Estero: Europa, Mondo.
Europa: tutti i Paesi dell'Europa geografica, i Paesi costeggianti il bacino del Mediterraneo (Algeria, Cipro, Egitto, Giordania, Israele, Libano, Libia, Marocco, Siria, Tunisia, Turchia), le Isole Canarie, esclusa la Russia extraeuropea.
Evento: il verificarsi del fatto dannoso che determina uno o più sinistri.
Familiare: il coniuge, il convivente more uxorio, i figli, genitori, fratelli/sorelle, genero/nuora, nonni, nipoti, suoceri, cognato/cognata e quanti altri sono invece conviventi dell'assicurato purché risultanti da regolare certificato anagrafico.
Franchigia: importo che rimane a carico dell'Assicurato espresso in cifra che è detratta dall'importo del danno indennizzabile.
Furto: il reato previsto all'Art. 624 del Codice Penale, commesso da chiunque si impossessi della cosa mobile altrui, sottraendola a chi la detiene, al fine di trarne profitto per sé o per altri.
Garanzia: copertura assicurativa che non rientra nella definizione di "Assistenza", per la quale la Società procede direttamente al rimborso del danno subito dall'Assicurato, purché il relativo premio sia stato regolarmente corrisposto.
Indennizzo: la somma dovuta dalla Società in caso di sinistro.
Infortunio: l'evento dovuto a causa fortuita, violenta ed esterna che produca lesioni fisiche oggettivamente constatabili che abbiano per conseguenza la morte, una invalidità permanente od una invalidità temporanea.
Italia: Italia, incluse Repubblica di San Marino e Stato Città del Vaticano.
IVASS: Istituto per la Vigilanza sulle Assicurazioni, denominazione assunta da ISVAP dal 1°gennaio 2013.
Malattia: l'alterazione dello stato di salute che non dipende da un Infortunio.
Malattia Preesistente: situazione patologica cronica/recidivante, diagnosticata antecedentemente la data di adesione alla Polizza.
Massimale / Somma Assicurata: la somma massima, stabilita nella Polizza, per la quale, la Società si impegna a prestare la Garanzia e/o l'Assistenza a favore di ciascun Assicurato, per uno o più sinistri avvenuti durante il viaggio.
Medico curante sul posto: il medico che presta le cure necessarie presso la struttura sanitaria locale dove è ricoverato l'Assicurato.
Mondo: tutti i Paesi non rientranti nelle definizioni di "Italia" e "Europa".
Operatore Turistico: tour operator (anche "T.O."), agenzia di viaggi, hotel, compagnia di navigazione aerea o altro operatore legalmente riconosciuto ed autorizzato alla prestazione di servizi turistici.
Ospedale: l'ospedale pubblico, la clinica o la casa di cura, sia convenzionati con il Servizio Sanitario Nazionale che privati, regolarmente autorizzati all'assistenza medico chirurgica. Sono esclusi gli stabilimenti termali, le case di convalescenza e soggiorno e le case di cura aventi finalità estetiche e dietologiche.
Passeggero: soggetto trasportato a bordo di mezzi di trasporto gestiti da vettori.
Periodo assicurativo: periodo che inizia alle ore 24 della data di effetto della polizza e termina alla scadenza della polizza stessa.
Polizza: il documento, sottoscritto dalla Società e dal Contraente, che prova l'Assicurazione.
Premio: la somma dovuta dal Contraente alla Società secondo quanto previsto in Polizza.
Prestazione: l'Assistenza da erogarsi in natura ovvero l'aiuto che deve essere fornito all'Assicurato, nel momento del bisogno, per il tramite della Struttura Organizzativa a condizione che il Premio sia stato regolarmente corrisposto.
Preziosi: gioielli in genere ed oggetti d'oro o di platino o montanti su detti metalli, pietre preziose, perle naturali o di coltura.
Rapina: il reato, previsto all'Art. 628 del Codice Penale, commesso da chiunque si impossessi, mediante violenza o minaccia alla persona, della cosa mobile altrui, sottraendola a chi la detiene, per procurare a sé o ad altri un ingiusto profitto.
Residenza: il luogo in cui la persona fisica ha la sua dimora abituale.
Ricovero: la degenza comportante pernottamento in Istituto di cura.
Rischio: probabilità che si verifichi un sinistro.
Scippo: il furto commesso strappando la cosa di mano o di dosso alla persona che la detiene.
Scoperto: importo che rimane a carico dell'Assicurato, espresso in percentuale del danno indennizzabile.
Sinistro: il singolo fatto/avvenimento che si può verificare nel corso di validità dell'Assicurazione e che determina la richiesta di Assistenza o di Garanzia, l'indennizzo del danno subito o il risarcimento dei danni arrecati e che rientra nei termini di Polizza.
Società: l'Impresa assicuratrice, IMA Italia Assistance S.p.A.
Spese/Acquisti Di Prima Necessità: spese per l'acquisto di beni dei quali si ha materialmente bisogno e dei quali non si può oggettivamente fare a meno. Non sono considerati beni di prima necessità i beni che verrebbero comunque acquistati anche in assenza di Sinistro.
Struttura Organizzativa: è la Struttura di IMA Servizi S.c.a.r.l. - Piazza Indro Montanelli, 20 - 20099 Sesto San Giovanni (MI), costituita da medici, tecnici ed operatori, in funzione 24 ore su 24, tutti i giorni dell'anno che, in virtù di specifica convenzione sottoscritta con la Società, provvede, per incarico di quest'ultima, al contatto telefonico con l'Assicurato e organizza ed eroga, con costi a carico della Società stessa, le prestazioni di assistenza previste in Polizza.

Tessera Assicurativa: il documento, riportante le condizioni di assicurazione - debitamente numerato - redatto in formato cartaceo o elettronico e rilasciato all'Assicurato prima della partenza.
Valore commerciale: il valore delle cose assicurate determinato tenendo conto del deprezzamento stabilito in relazione a grado di vetustà, tipo, uso, qualità, funzionalità, stato di conservazione.
Valori: valuta a corso legale, titolo di credito in genere, buoni pasto, buoni benzina ed in genere ogni carta – anche in formato elettronico – rappresentante un valore certo e spendibile.
Viaggio: il viaggio, il soggiorno, la locazione, come risultante dal relativo contratto o altro valido titolo o documento di viaggio o comunque come organizzato dalla Contraente.
Viaggio iniziato: l'intervallo di tempo che decorre dal momento in cui l'Assicurato inizia ad utilizzare il primo servizio turistico contrattualmente convenuto e termina al completo espletamento dell'ultimo servizio previsto dal contratto stesso.

NORME CHE REGOLANO L'ASSICURAZIONE IN GENERALE

Quando non risultino espressamente derogate valgono le seguenti condizioni di polizza:

Art. 1.1 - Assicurati
Quando non diversamente ed espressamente previsto nelle singole Prestazioni/Garanzie, con la presente Polizza si assicurano tutti i partecipanti e/o fruitori dei servizi turistici del Contraente che siano:

- **residenti e domiciliati in Italia;**
- **residenti all'Estero domiciliati temporaneamente in Italia.**

La durata dei servizi turistici non potrà essere superiore a

• 365 giorni per i partecipanti al bando INPS ITACA
• 45 giorni per i partecipanti al bando INPSIEME
• 365 giorni in tutti gli altri casi

Per gli Assicurati non residenti in Italia, agli effetti delle Garanzie e delle Prestazioni della presente Assicurazione si conviene di sostituire al termine "Italia" il Paese di residenza degli Assicurati.

Art. 1.2 - Inizio e termine delle garanzie/prestazioni
La garanzia Annullamento Viaggio decorre dalla data d'iscrizione al viaggio e termina nel momento in cui l'Assicurato inizia a utilizzare il primo servizio turistico contrattualmente convenuto.
Le altre Prestazioni/Garanzie iniziano al momento e nel luogo previsti dalla scheda di iscrizione/programma dell'Operatore Turistico e terminano al momento del completo espletamento dell'ultima formalità prevista dal contratto stesso e comunque con il massimo di giorni indicato nel precedente art.1.1 dalla data di inizio del viaggio.

Art. 1.3 - Limite di età
L'Assicurazione vale per le persone di età massima di 39 anni.

Art. 1.4- Estensione territoriale
L'assicurazione è operante per i viaggi nei seguenti gruppi di Paesi: Italia; Europa; Mondo.

Art. 1.5 - Periodo di assicurazione e operatività della Polizza
Le Prestazioni/Garanzie sono operanti per viaggi effettuati a scopo di studio, escluso qualsiasi attività manuale pericolosa, di durata non superiore ai limiti indicati nel precedente Art. 1.1.

Le Prestazioni/Garanzie potranno essere richieste anche più volte entro il periodo di operatività della polizza, fermo restando che l'importo complessivo degli indennizzi corrisposti non potrà superare i massimali previsti.

Art. 1.6 - Dichiarazioni relative alle circostanze del rischio
Le dichiarazioni inesatte o le reticenze dell'Assicurato relative a circostanze che influiscono sulla valutazione del rischio, possono comportare la perdita totale o parziale del diritto alle Prestazioni/Garanzie nonché la stessa cessazione dell'assicurazione, ai sensi degli articoli 1892, 1893 e 1894 del Codice Civile.

Art. 1.7 - Modifiche dell'assicurazione
Le eventuali modifiche dell'assicurazione devono essere provate per iscritto.

Art. 1.8 – Diritto di surroga

La Società si intende surrogata fino alla concorrenza della somma liquidata in tutti i diritti e

le azioni che l'Assicurato può avere nei confronti dei responsabili dei danni.

L'Assicurato si obbliga, pena la decadenza, a fornire documenti e informazioni tali da consentire l'esercizio del diritto di rivalsa e a dare atto a tutte le iniziative necessarie a salvaguardare lo stesso.

Art. 1.9 - Limitazione di responsabilità
La Società non assume responsabilità per danni causati dall'intervento delle Autorità del Paese nel quale è prestata l'assistenza.

Art. 1.10 - Esclusione di compensazioni alternative
Qualora l'Assicurato non usufruisca di una o più Prestazioni, la Società non è tenuta a fornire indennizzi o prestazioni alternative di alcun genere a titolo di compensazione.

Art. 1.11 - Limiti di sottoscrizione
Non è consentita la stipulazione di più polizze con IMA Italia Assistance S.p.A. a garanzia del medesimo rischio al fine di elevare i massimali o prolungare il periodo di copertura in corso.
Inoltre, indipendentemente dalla durata del viaggio, non è consentito all'Assicurato stipulare la presente Polizza a Viaggio iniziato.

Art. 1.12 - Altre assicurazioni
Il Contraente e/o l'Assicurato sono tenuti a dichiarare alla Società l'eventuale esistenza o la successiva stipulazione, presso altri assicuratori, di assicurazioni riguardanti lo stesso rischio e le medesime garanzie assicurate con la presente polizza indicandone le somme assicurate.
In caso di sinistro, il Contraente e/o l'Assicurato devono darne avviso a tutti gli Assicuratori indicando a ciascuno il nome degli altri ai sensi dell'Art. 1910 del Codice Civile.
Relativamente alle prestazioni di Assistenza, nel caso in cui richiedesse l'intervento di altra impresa, le prestazioni previste dalla polizza saranno operanti esclusivamente quale rimborso all'Assicurato degli eventuali maggiori costi a Lui addebitati dall'impresa assicuratrice che ha erogato direttamente la prestazione.

Art. 1.13 - Segreto professionale
L'Assicurato libera dal segreto professionale i medici che lo hanno visitato o curato dopo o anche prima del sinistro.

Art. 1.14 - Valuta di pagamento
Le indennità e i rimborsi sono corrisposti in Italia in Euro. Nel caso di spese sostenute in Paesi non appartenenti all'Unione Europea o appartenenti alla stessa ma che non abbiano adottato l'Euro come valuta, il rimborso sarà calcolato al cambio rilevato dalla Banca Centrale Europea relativo al giorno in cui l'Assicurato ha sostenuto le spese.

Art. 1.15 - Persone non assicurabili
Si premette che non sono assicurabili, indipendentemente dalla concreta valutazione dello stato di salute, le persone affette da alcolismo cronico, A.I.D.S. conclamato, tossicodipendenza o dalle seguenti infermità mentali: sindromi organiche cerebrali, epilessia, schizofrenia, forme maniaco-depressive o stati paranoici.
In ogni caso l'assicurazione cessa, per l'Assicurato, al manifestarsi di tali affezioni entro trenta giorni successivi alla data di cessazione dell'assicurazione. La Società rimborsa al Contraente la parte di premio relativa al periodo di rischio non corso, al netto degli oneri fiscali.

Art. 1.16 - Foro competente
Per ogni controversia il foro competente è quello del luogo di residenza o domicilio elettivo dell'Assicurato.

Art. 1.17 - Rinvio alle norme di legge

Per tutto quanto non è diversamente regolato nel presente contratto, valgono le norme legislative e regolamentari vigenti.

Art. 1.18 - Esclusioni valide per tutte le garanzie e prestazioni

Quando non diversamente ed espressamente previsto nelle singole Garanzie/Prestazioni la Società non è obbligata per tutti i sinistri provocati o dipendenti da: a) dolo, colpa grave, incuria dell'Assicurato;

b) guerra, anche civile, scioperi, rivoluzioni, sommosse o movimenti popolari, saccheggi e atti di vandalismo;

c) atti di terrorismo. La presente esclusione non è operante per le garanzie Assistenza in Viaggio, Spese Mediche in Viaggio e Annullamento Viaggio;

d) terremoti, alluvioni, fenomeni atmosferici aventi caratteristiche di calamità naturali, eruzioni vulcaniche;

e) esplosioni derivanti dalla detenzione di esplosivi, nonché dalla detenzione o dall'impiego di sostanze radioattive o di apparecchi per l'accelerazione di particelle atomiche, come pure i danni che, in relazione ai rischi assicurati, si siano verificati in connessione con fenomeni di trasmutazione del nucleo dell'atomo o con radiazioni provocate dall'accelerazione artificiale di particelle atomiche;

f) infortuni derivanti dallo svolgimento delle seguenti attività: alpinismo con scalata di rocce o accesso a ghiacciai, arrampicata libera (free climbing), sport aerei in genere; guida ed uso di deltaplani ed altri tipi di veicoli aerei ultraleggeri, paracadutismo, escursioni in mongolfiera, parapendii ed assimilabili; corse e gare automobilistiche, motonautiche e motociclistiche e relative prove ed allenamenti; guidoslitta, bob, sci acrobatico, salti dal trampolino con sci o idrosci, Kitesurfing, immersioni con autorespiratore, pugilato, lotta nelle sue varie forme, arti marziali in genere, atletica pesante, rugby, football americano, speleologia. Per bob, Kitesurfing e immersioni con autorespiratore l'esclusione di cui sopra non sarà operante nel caso in cui detta attività sportiva sia svolta unicamente a carattere ricreativo ed occasionale; si intendono comunque esclusi tutti gli infortuni sofferti in conseguenza di attività sportive svolte a titolo professionale. g) atti di temerarietà;

h) le malattie infettive qualora l'intervento d'assistenza sia impedito da norme sanitarie nazionali o internazionali;

i) malattie che siano l'espressione o la conseguenza diretta di situazioni patologiche croniche, già note all'Assicurato alla sottoscrizione della polizza. Sono escluse le malattie che siano l'espressione o la conseguenza diretta di situazioni patologiche preesistenti, fermi i limiti meglio definiti nel Glossario alla voce "Malattia preesistente". Sono anche escluse le riacutizzazioni imprevedibili di patologie croniche che si verifichino dopo la prenotazione dei servizi turistici o del viaggio;

j) svolgimento di attività che implichino l'utilizzo diretto di esplosivi o armi da fuoco;

k) eventi che verificandosi in Paesi in stato di belligeranza rendano impossibile prestare Assistenza. Al riguardo si intendono Paesi in stato di belligeranza quelli segnalati tali sul sito del Ministero degli Esteri. Sono altresì escluse le prestazioni relative a viaggi intrapresi verso un territorio dove, al momento della partenza, sia operativo un divieto o una limitazione (anche temporanei) emessi da un'Autorità pubblica competente;

l) malattie ed infortuni derivanti da abuso di alcolici e psicofarmaci nonché dall'uso non terapeutico di stupefacenti ed allucinogeni; turbe psicologiche, malattie psichiatriche, neuro-psichiatriche, stati d'ansia, stress o depressione;

m) malattie correlate alla gravidanza oltre la 26ma settimana di gestazione e correlate al puerperio; aborto terapeutico; parto;

n) viaggi intrapresi contro consiglio medico od allo scopo di sottoporsi a trattamento medico o chirurgico;

o) viaggi in zone remote, raggiungibili solo con mezzi di soccorso speciale.

p) epidemie aventi caratteristica di pandemia (dichiarata da OMS), ad eccezione dell'accertato e documentato contagio da COVID-19 per il quale la presente esclusione non è operante, di gravità e virulenza tale da comportare una elevata mortalità ovvero da richiedere misure restrittive al fine di ridurre il rischio di trasmissione alla popolazione civile. A solo titolo esemplificativo e non limitativo: chiusura di scuole e aree pubbliche, limitazione di trasporti pubblici in città, limitazione al trasporto aereo;

q) quarantene ad eccezione dell'avvenuto contagio da COVID-19 o contatto con persona contagiata da COVID-19 che abbia come conseguenza lo stato di quarantena o isolamento o sorveglianza attiva accertato, documentato e imposto dalle Autorità.

Sono inoltre escluse:

r) le spese per la ricerca di persone scomparse o disperse, tranne nel caso dette spese siano sostenute da Enti od Autorità pubbliche e comunque entro il limite massimo di € 1.500,00;

s) le Prestazioni in quei paesi che si trovassero in stato di belligeranza che renda impossibile l'assistenza;

t) le perdite di denaro, biglietti di viaggio, titoli, collezioni di qualsiasi natura e campionari;

u) le rotture o danni al bagaglio a meno che non siano conseguenza di furto, rapina, scippo o siano causati dal vettore;

v) le perdite di oggetti incustoditi o causate da dimenticanza o smarrimento;

w) le perdite, i danni o le spese mediche denunciati alla Società oltre i termini contrattualmente stabiliti;

x) le Garanzie / Prestazioni di qualunque genere, conseguenti a sinistri avvenuti in occasione di mancata osservanza delle norme di cui alla legge n. 269 del 1998 "contro lo sfruttamento della prostituzione, della pornografia, del turismo sessuale in danno di minori, quali nuove forme di riduzione in schiavitù".

PRESTAZIONI E GARANZIE SPECIFICHE

❖ ASSISTENZA IN VIAGGIO

ART. A1 - OGGETTO DELLA GARANZIA
Le prestazioni di Assistenza elencate nel successivo paragrafo "PRESTAZIONI", che la Società si impegna ad erogare tramite la Struttura Organizzativa.

Avvertenza: Le Prestazioni sono fornite esclusivamente previa autorizzazione della Struttura Organizzativa.

La Società mette a disposizione dell'Assicurato, nel caso in cui si trovi in una situazione di difficoltà a seguito del verificarsi di un evento fortuito, ed entro i limiti convenuti, le prestazioni di immediato aiuto di seguito descritte tramite la Struttura Organizzativa costituita da medici, tecnici ed operatori, in funzione 24 ore su 24 telefonando al numero

NUMERO TELEFONICO DI ASSISTENZA IN VIAGGIO
+39 02 24128 529

La Struttura Organizzativa provvede per incarico della Società a fornire i seguenti servizi di Assistenza ai Clienti/ Viaggiatori assicurati.

Qualora l'Assicurato fosse nell'impossibilità di contattare telefonicamente la Struttura Organizzativa, potrà inviare un fax al n. 02.24128245 o un telegramma indirizzato a: IMA Italia Assistance S.p.A. – Piazza Indro Montanelli 20 – 20099 Sesto San Giovanni (MI).

PRESTAZIONI:
La Società mette a disposizione dell'Assicurato, nel caso in cui si trovi in una situazione di difficoltà a seguito del verificarsi di un evento fortuito, ed entro i limiti convenuti, le prestazioni di immediato aiuto di seguito descritte tramite la Struttura Organizzativa costituita da medici, tecnici ed operatori, in funzione 24 ore su 24 telefonando al numero **+39 02 24128 529.**

1. **Consulto medico e segnalazione di uno specialista:** Accertamento da parte dei medici della Struttura Organizzativa dello stato di salute dell'Assicurato per decidere la prestazione medica più opportuna e, se necessario, segnalazione del nome e recapito di un medico specialistico nella zona più prossima al luogo in cui si trova l'Assicurato.
2. **Invio di medicinali urgenti:** quando l'Assicurato necessita urgentemente per le cure del caso di medicinali, per i quali sia in possesso di regolare prescrizione medica, e che risultino irreperibili sul posto, sempreché commercializzati in Italia. In ogni caso il costo di detti medicinali resta a carico dell'Assicurato.
3. **Trasporto sanitario**

a) al più vicino luogo idoneo a prestare le cure di emergenza;
b) dal centro medico ove sono state prestate le prime cure di emergenza ad un centro medico meglio attrezzato. L'utilizzo dell'aereo sanitario è limitato agli spostamenti locali.

4. **Rientro sanitario dell'assicurato** con il mezzo più idoneo al luogo di residenza o in ospedale attrezzato, resosi necessario a seguito di infortunio o malattia che, a giudizio dei medici della Struttura Organizzativa, non possono essere curati sul posto. Il trasporto è interamente organizzato a spese della Società e comprende l'assistenza medica o infermieristica durante il viaggio, se necessaria. Il trasporto dai Paesi Extraeuropei, eccettuati quelli del Bacino Mediterraneo e delle Isole Canarie, si effettua esclusivamente su aereo di linea in classe economica, eventualmente barellato.
5. **Rientro dell'assicurato convalescente** qualora il suo stato di salute gli impedisca di rientrare a casa con il mezzo inizialmente previsto dal contratto di viaggio, nonché il rimborso delle spese supplementari di soggiorno entro il limite massimo di **€ 100,00** al giorno e per un massimo di **7 giorni** dopo la data prevista di rientro, rese necessarie dallo stato di salute dell'Assicurato.

6. **Trasporto della salma** dell'Assicurato dal luogo del decesso fino al luogo di residenza ovvero al luogo di sepoltura in Italia. Sono escluse le spese relative alla cerimonia funebre e l'eventuale recupero e ricerca della salma. La presente prestazione opererà anche nel caso in cui il decesso avvenga a causa di una malattia preesistente.
7. **Rientro anticipato dell'assicurato** alla propria residenza in caso di avvenuto decesso o ricovero con imminente pericolo di vita di un familiare, se l'Assicurato chiede di rientrare prima della data che aveva programmato e con un mezzo diverso da quello inizialmente previsto.
8. **Viaggio di un familiare** quando l'Assicurato sia ricoverato in ospedale - per un periodo superiore a **5 giorni** - e qualora non sia già presente sul posto un familiare maggiorenne, viene rimborsato il biglietto aereo o ferroviario di andata e ritorno, nonché le spese di soggiorno entro il limite massimo di **€ 100,00** al giorno e per un massimo di **7 giorni** dopo la data prevista di rientro, rese necessarie dallo stato di salute dell'Assicurato per permettere ad un componente della famiglia di recarsi presso il paziente.
9. **Interprete a disposizione all'estero** quando l'Assicurato a seguito di ricovero in ospedale o di procedura giudiziaria nei suoi confronti per fatti colposi avvenuti all'estero, trova difficoltà a comunicare nella lingua locale, la Struttura Organizzativa provvede ad inviare un interprete assumendosene i relativi costi, per il solo tempo necessario alla sua azione professionale, con il limite massimo di **€ 500,00.**
10. **Segnalazione di un legale/cauzione penale** quando l'Assicurato sia ritenuto penalmente o civilmente responsabile per fatti colposi avvenuti all'estero e a lui imputabili, la Struttura Organizzativa segnala il nominativo di un legale e anticipa i costi per la difesa dell'Assicurato e l'eventuale cauzione penale, previa adeguata garanzia bancaria, entro l'importo massimo di **€ 3.000,00**.
11. **Anticipo spese di prima necessità** se l'Assicurato ne avesse necessità a causa di eventi imprevisti di comprovata gravità e non dipendenti dalla propria volontà, contro adeguata garanzia bancaria, la Struttura Organizzativa provvederà a saldare eventuali fatture in loco o ad anticipare la somma di denaro necessaria fino ad un massimo di **€ 500,00.**
12. **Prolungamento del soggiorno** tramite la Struttura Organizzativa che provvederà per l'Assicurato all'organizzazione logistica per il pernottamento originato da un prolungamento del soggiorno dovuto a malattia o infortunio dell'Assicurato stesso, a fronte di regolare certificato medico e l'Impresa terrà a proprio carico le spese di pernottamento fino a un massimo di **10 giorni** e comunque entro il limite di **€ 100,00 al giorno**.
13. **Trasmissione messaggi urgenti.** Qualora l'Assicurato fosse impossibilitato a trasmettere messaggi di prima necessità a persone residenti in Italia, la Struttura Organizzativa provvederà alla comunicazione del messaggio al destinatario.
14. **Rimborso spese Telefoniche.** La Società prenderà in carico le eventuali spese documentate che si rendessero necessarie al fine di contattare la Struttura Organizzativa fino a concorrenza di **€ 100,00.**
15. **Assistenza ai minori.** A seguito di malattia o infortunio, la Struttura Organizzativa mette a disposizione di un familiare o di un'altra persona designata, un biglietto A/R in treno o aereo, per raggiungere il minore e ricondurlo al domicilio.

Art. A2 - DISPOSIZIONI E LIMITAZIONI

Per le sole Garanzie/Prestazioni di cui agli articoli 3. Trasporto Sanitario; 4. Rientro Sanitario dell'Assicurato; 5. Rientro dell'Assicurato convalescente; 6. Trasporto della salma; 7. Rientro anticipato dell'Assicurato; 8. Viaggio di un familiare, qualora l'Assicurato per motivi di forza maggiore si sia organizzato in proprio sostenendo le relative spese, la Società, a seguito di presentazione in originale di idonea certificazione medica rilasciata sul posto e dei documenti di spesa, provvederà al rimborso, **entro e non oltre l'importo di € 750,00** e comunque nella misura strettamente necessaria.

1. Per gli Assicurati residenti all'estero le spese di rientro sono riconosciute nei limiti di costo per il rientro in Italia.

2. L'Assicurato è tenuto alla consegna alla Società dei biglietti di viaggio non utilizzati a seguito delle prestazioni godute.

Art. A3 - COMPORTAMENTO IN CASO DI SINISTRO

L'Assistenza si ottiene telefonando al numero: **+39 02 24128 529.**

In caso di necessità l'Assicurato dovrà:

- segnalare alla Struttura Organizzativa i propri dati anagrafici, Codice Fiscale, i dati identificativi della Tessera Assicurativa;
- comunicare il luogo dove si trova ed il proprio recapito telefonico.

❖ SPESE MEDICHE IN VIAGGIO

Art. B1 - OGGETTO DELLA GARANZIA

La garanzia ha per oggetto il rimborso delle sole spese mediche, per prestazioni sanitarie conseguenti a infortuni o malattia, sostenute dall'Assicurato ***in loco,*** la cui necessità sorga durante il viaggio e che risultino indispensabili e non rimandabili al rientro nel luogo di residenza. La Società rimborserà le spese incontrate, nei limiti di costo degli ospedali pubblici e nelle strutture private purché autorizzate dalla Struttura Organizzativa e ferme le seguenti somme assicurate:

I Massimali che seguono variano in base alla destinazione del viaggio e sono da intendersi per persona e per periodo assicurativo:

Destinazione	**Massimale**
Italia	**€ 1.000,00**
Europa	**€ 30.000,00**
Mondo escluso USA e Canada USA e Canada	**€ 100.000,00** **€ 250.000,00**

ATTENZIONE! Per spese superiori a € 500,00 in Italia e € 1.000,00 all'estero dovrà essere sempre ottenuta l'autorizzazione preventiva della Struttura Organizzativa.

Nell'ambito dei massimali di cui sopra si intendono inoltre rimborsabili **anche senza preventiva autorizzazione:**

Spese mediche e farmaceutiche. Rimborso delle spese per visite mediche, cure ambulatoriali e/o di primo soccorso, day hospital, prodotti farmaceutici corredate da prescrizione medica e sostenute in viaggio entro il limite di **€ 500,00 in Italia e € 1.000,00 all'estero**.
Spese di trasporto dal luogo dell'evento al centro medico di pronto soccorso o di primo ricovero. Rimborso delle Spese di trasporto dal luogo dell'evento al centro medico di pronto soccorso o di primo ricovero entro il limite di **€ 500,00 in Italia e € 2.500,00 all'estero**.
Spese odontoiatriche urgenti. Rimborso delle spese per cure odontoiatriche urgenti durante il viaggio e non rimandabili al rientro entro il

limite **di € 150,00 per persona.**

In caso di ricovero ospedaliero nell'Unione Europea - Con l'uso della Tessera Sanitaria (Tessera Europea Assicurazione Malattia – TEAM) dove sono impressi i codici necessari per garantire ad ogni cittadino italiano l'assistenza sanitaria anche nei Paesi dell'Unione Europea non vi sarà l'applicazione di scoperto o franchigia.

Art. B2 - SPESE OSPEDALIERE E CHIRURGICHE

La garanzia ha per oggetto il rimborso delle sole spese ospedaliere e chirurgiche, per prestazioni sanitarie conseguenti a infortuni o malattia, che comportino un ricovero presso un Ospedale ***in loco.***

I Massimali che seguono variano in base alla destinazione del viaggio e sono da intendersi per persona e per periodo assicurativo:

Destinazione	**Massimale**
Italia	**€ 1.000,00**
Europa	**€ 30.000,00**
Mondo escluso USA e Canada USA e Canada	**€ 100.000,00** **€ 250.000,00**

La Società**, *preventivamente contattata, chiamando la Struttura Organizzativa*** *al numero:*

NUMERO TELEFONICO DI ASSISTENZA +39 02 24128 529

rilascia un numero di pratica all'assicurato e provvede al pagamento diretto delle Spese Ospedaliere e Chirurgiche. La garanzia sarà prestata fino al momento in cui l'Assicurato sarà dimesso o sarà ritenuto, ***sulla base di un parere medico ufficiale fornito alla Società,*** in condizioni di essere rimpatriato.
Nei casi in cui la Società non possa effettuare il pagamento diretto, le spese saranno rimborsate **sempreché autorizzate dalla Struttura Organizzativa contattata preventivamente** o, comunque, non oltre la data di dimissioni dell'Assicurato.

ATTENZIONE!

Per spese superiori a € 500,00 in Italia e € 1.000,00 all'estero dovrà invece essere sempre ottenuta l'autorizzazione preventiva della Struttura Organizzativa.

La mancanza di un numero di pratica si assume come mancanza di contatto con la struttura, salvo prova contraria.
In caso di oggettiva e comprovata impossibilità di contattare la Struttura Organizzativa, l'Assicurato deve contattare la Struttura Organizzativa appena ne ha la possibilità e comunque sempre prima di prendere qualsiasi iniziativa personale.
L'inadempimento di tali obblighi può comportare la decadenza dal diritto alle prestazioni di assistenza, ai sensi dell'art. 1915 C.C.

Art. B3 - FRANCHIGIA APPLICATA
Per ogni sinistro verrà applicata una franchigia assoluta di **€ 35,00** che rimane a carico dell'Assicurato.

Art. B4 - COSA FARE IN CASO DI SINISTRO
In caso di sinistro, successivamente al contatto telefonico tempestivo con la Struttura Organizzativa e solo dopo aver preso precisi accordi con la Struttura stessa, l'Assicurato dovrà effettuare, entro e non oltre 15 giorni dal verificarsi del sinistro, una denuncia attraverso una delle seguenti modalità:

- collegandosi al portale sinistri all'indirizzo: www.sinistri.imaitalia.it; in alternativa
- via mail all'indirizzo sinistri.viaggi@imaitalia.it allegando i documenti in formato PDF; in alternativa
- in originale con raccomandata AR indirizzata a: IMA Italia Assistance S.p.A., Piazza Indro Montanelli 20, 20099, SESTO SAN GIOVANNI (MI); in alternativa
- telefonando **al numero** dedicato alla gestione delle richieste di rimborso **Tel. +39 02 24128449**, attivo dal lunedì al venerdì dalle ore 9:00 alle ore 17:00.

inviando

- propri dati anagrafici, Codice Fiscale, dati della Tessera Assicurativa, codice IBAN;
- diagnosi del medico curante sul posto;
- originali delle fatture o ricevute pagate;
- ***la Società potrà richiedere successivamente, per poter procedere alla definizione del sinistro, ulteriore documentazione che l'Assicurato sarà tenuto a trasmettere.***

L'inadempimento degli obblighi relativi alla denuncia del Sinistro può comportare la perdita del diritto all'Indennizzo, ai sensi dell'art. 1915 del C.C.

❖ BAGAGLIO

Art. C1 - OGGETTO DELLA GARANZIA

La Società rimborserà le perdite conseguenti a **furto, rapina, scippo, incendio del bagaglio** che l'Assicurato aveva con sé durante il viaggio, compresi gli abiti e gli oggetti indossati, nonché esclusivamente nel caso di consegna a vettore, anche le perdite conseguenti a smarrimento e danneggiamento del bagaglio che l'Assicurato aveva con sé durante il viaggio.

Per i borsisti del Programma ITACA dell'Inps la garanzia è prestata esclusivamente durante il viaggio di andata e di ritorno, la garanzia non è operante durante il viaggio.

Art. C2 - MASSIMALE PER PERSONA E PERIODO ASSICURATIVO

I Massimali che seguono variano in base alla destinazione del viaggio e sono da intendersi per persona.

Destinazione Mondo intero	Massimale € 1.000,00

Limite massimo per singolo oggetto: € 300,00.

Nell'ambito dei massimali di cui sopra si intendono inoltre rimborsabili:

a) SPESE DI PRIMA NECESSITÀ

In caso di ritardata riconsegna del bagaglio non inferiore alle ***12 ore*** o mancata riconsegna del bagaglio da parte del vettore, la Società rimborserà, entro la somma assicurata sotto indicata le spese sostenute e documentate per gli acquisti di beni di prima necessità effettuati prima del termine del viaggio. **Massimale per persona e per periodo assicurativo fino a: € 300,00**

b) RIFACIMENTO DOCUMENTI

Il rimborso delle spese per il rifacimento/duplicazione del passaporto, carta di identità e della patente di guida in conseguenza degli avvenimenti previsti all'Art. C1 "Oggetto della Garanzia".

Massimale per persona e per periodo assicurativo fino a: € 300,00.

Art. C3 - DISPOSIZIONI E LIMITAZIONI

L'indennizzo verrà corrisposto in base al valore commerciale e in nessun caso si terrà conto dei valori affettivi.
La Società rimborserà complessivamente:

- fino al 50% della somma assicurata i danni ad apparecchiature fotocineottiche e materiale fotosensibile; radio, televisori, registratori, ogni altra apparecchiatura elettronica; strumenti musicali; armi da difesa personale e/o da caccia; attrezzatura subacquea; occhiali da vista o da sole.
- fino al 30% della somma assicurata i danni a cosmetici, medicinali, articoli sanitari; gioielli, pietre preziose, perle, orologi, oggetti d'oro, d'argento e di platino, pellicce e altri oggetti preziosi.

La somma prevista è inoltre ridotta del 50% per i danni che derivano da:

- dimenticanza, incuria dell'assicurato;
- furto con scasso del bagaglio contenuto all'interno del veicolo regolarmente chiuso a chiave non visibile dall'esterno;
- furto dell'intero veicolo,
- furto di oggetti contenuti nella tenda sempreché sia posta in un campeggio regolarmente attrezzato e autorizzato.

Gli oggetti lasciati in automobile, nel camper, nel caravan od a bordo di motocicli o altri veicoli sono assicurati solo se riposti nel bagagliaio chiuso a chiave non visibili all'esterno ed il mezzo viene lasciato in un parcheggio custodito a pagamento.

Art. C4 - FRANCHIGIA

Dall'ammontare del danno risarcibile non sarà detratta franchigia.

Art. C5 - COSA FARE IN CASO DI SINISTRO

In caso di sinistro l'Assicurato, **entro e non oltre 15 giorni dal verificarsi del sinistro**, dovrà effettuare una denuncia attraverso una delle seguenti modalità:

- collegandosi al portale sinistri all'indirizzo: www.sinistri.imaitalia.it; in alternativa
- via mail all'indirizzo sinistri.viaggi@imaitalia.it allegando i documenti in formato PDF; in alternativa
- in originale con raccomandata AR indirizzata a: IMA Italia Assistance S.p.A., Piazza Indro Montanelli 20, 20099, SESTO SAN GIOVANNI (MI); in alternativa
- telefonando **al numero** dedicato alla gestione delle richieste di rimborso **Tel. +39 02 24128449**, attivo dal lunedì al venerdì dalle ore 9:00 alle ore 17:00.

inviando

- propri dati anagrafici, Codice Fiscale, dati della Tessera Assicurativa, codice IBAN;
- Descrizione dettagliata delle circostanze in cui si è verificato il sinistro;
- Descrizione, valore, data di acquisto degli oggetti perduti o danneggiati, preventivo di riparazione o dichiarazione di irreparabilità;
- ***In caso di bagagli affidati al vettore aereo****:* copia del rapporto di smarrimento o danneggiamento (RIB o PIR, da ottenersi presso l'ufficio "Lost and Found" dell'Ente Aeroportuale e copia della lettera di reclamo inviata nei termini di legge al vettore aereo ed eventuale risposta dello stesso. Trascorsi inutilmente 90 giorni dalla data di invio della lettera di reclamo al vettore aereo l'Assicurato potrà comunicare alla Società la mancata risposta. In tal caso la Società liquiderà l'indennizzo dovuto a termini di polizza previa applicazione della franchigia se prevista. Resta salvo il diritto di surroga della Società nei confronti del Vettore medesimo. L'Assicurato si obbliga a dare comunicazione alla Società di eventuali ulteriori somme da chiunque ricevute a titolo di indennizzo per il medesimo danno ed a restituire tempestivamente alla Società gli importi non contrattualmente dovuti;
- ***In caso di bagagli affidati al vettore marittimo, terrestre o all'albergatore***: copia del reclamo debitamente controfirmata per ricevuta dal vettore o albergatore e loro risposta;
- ***In caso di bagagli non consegnati***: copia della denuncia all'autorità del luogo dell'avvenimento e copia del reclamo scritto ad eventuali responsabili (albergo. ristorante. autorimessa. etc.) e loro risposta;
- ***In caso di acquisti di beni prima necessità:*** gli scontrini che documentino il costo e la natura dei beni acquistati.

Art. C6 - ULTERIORI OBBLIGHI DELL'ASSICURATO

L'Assicurato è tenuto a salvaguardare il diritto di rivalsa della Società nei confronti del responsabile della perdita o danno del bagaglio, quindi deve sporgere immediato reclamo scritto nei confronti dell'albergatore, vettore o altro responsabile. Deve altresì denunciare i casi di furto, scippo o rapina all'Autorità del luogo di avvenimento.

❖ ANNULLAMENTO VIAGGIO

Art. D1 - OGGETTO E DECORRENZA DELLA GARANZIA

La Società rimborsa la penale applicata contrattualmente dall'Operatore Turistico o dalla Compagnia Aerea o di Navigazione all'Assicurato per rinuncia o modifica al viaggio determinata da cause o eventi oggettivamente imprevedibili al momento della prenotazione e documentabili, che colpiscano l'Assicurato o un suo familiare.

La garanzia è operante anche a seguito di:

a) stato di quarantena da COVID-19 imposto dalle Autorità Italiane. La quarantena deve essere imposta dall'autorità, deve includere il giorno della partenza del viaggio e deve essere in corso nel momento in cui è denunciato l'annullamento;

b) atti di terrorismo avvenuti successivamente alla prenotazione del viaggio, purché tali atti avvengano nei 30 giorni precedenti alla partenza e nel raggio di 100 km:
-dalla prima destinazione prevista risultante dalla prenotazione del viaggio assicurato; -dall'aeroporto di destinazione unicamente in caso di acquisto del solo biglietto di viaggio.

Sono compresi nel rimborso della penale anche:

- i visti;
- le tasse aeroportuali non rimborsabili;

- gli adeguamenti carburante già previsti alla data di emissione della polizza ed inseriti nel costo complessivo del viaggio assicurato.

Sono esclusi dal rimborso della penale:
- in caso di acquisto di biglietteria aerea le tasse aeroportuali rimborsabili da parte del vettore;
- i costi di gestione pratica;
- le fee di agenzia.

Art. D2 - MASSIMALI

La Società rimborsa le penali di annullamento addebitate all'Assicurato dal Contraente entro la percentuale massima prevista dalle condizioni di partecipazione al viaggio nel **limite massimo di € 10.000,00 per Assicurato e di € 25.000,00 per singolo evento.**

Art. D3 - DISPOSIZIONI E LIMITAZIONI

L'operatività della garanzia è subordinata alle seguenti disposizioni e limiti di risarcimento:

a) fino alla concorrenza della penale applicata e liquidabile ai sensi della presente Polizza, nel limite di *€ 10.000,*00 per persona e con il limite massimo per singolo evento di *€ 25.000,00*;

b) qualora il viaggio venga annullato in un momento successivo al verificarsi di uno degli eventi previsti al precedente Art. D1 – Oggetto e decorrenza della garanzia la Società rimborsa la penale prevista alla data in cui l'evento si è manifestato, purché non superiore a quella effettivamente applicata (art. 1914 C.C.). Pertanto, la maggior penale addebitata a seguito di ritardo nella comunicazione di rinuncia al viaggio rimarrà a carico dell'Assicurato;

c) La Società ha diritto di subentrare nel possesso dei titoli di viaggio non utilizzati, riservandosi il diritto di ridurre l'indennizzo di un importo pari ai recuperi effettuati dall'Assicurato stesso;

d) in caso di malattia o infortunio di una delle persone indicate ai predetti articoli, è data facoltà ai medici della Società di effettuare un controllo medico.

Art. D4 - ESCLUSIONI SPECIFICHE DI GARANZIA

Fermo quanto indicato dall'Art 1.18 "Esclusioni valide per tutte le garanzie e prestazioni" delle "Norme comuni a tutte le prestazioni e garanzie" e ad integrazione di quanto Indicato nelle singole Garanzie, sono esclusi dall'assicurazione ogni indennizzo, prestazione, conseguenza e/o evento derivante direttamente od indirettamente da:
- cause non oggettivamente documentabili;
- cause documentabili ma note all'Assicurato al momento della prenotazione;
- fallimento del vettore o dell'agenzia o dell'organizzatore di Viaggio;
- quarantene fiduciarie o preventive, fatto salvo quanto previsto dall' Art. D1 - OGGETTO E DECORRENZA DELLA GARANZIA;
- decisione di non viaggiare;
- malattie preesistenti e croniche;
- motivi che non impediscano la partecipazione al viaggio; - cancellazione volo.

Art. D5 - FRANCHIGIA/SCOPERTO

Il rimborso della penale è effettuato a termini di polizza e fino alla concorrenza del capitale assicurato:

a) senza deduzione di alcuno scoperto per rinunce a seguito di morte o ricovero ospedaliero superiore a 3 giorni (Day Hospital o Pronto Soccorso esclusi) dell'Assicurato, dei familiari e del contitolare dell'azienda/studio associato;

b) per tutte le altre causali, con la deduzione di uno scoperto **del 20% se la penale è inferiore al 90% a 30 giorni prima della partenza, del 30% se la penale è maggiore al 90% a 30 giorni prima della partenza**.

Art. D6 - MODALITÀ DI RIMBORSO

La Società rimborsa la penale di annullamento:

a) nella percentuale esistente alla data in cui si è verificato l'evento (art. 1914 Cod. Civ). Pertanto, nel caso in cui l'Assicurato annulli il viaggio successivamente all'evento, la eventuale maggior penale rimarrà a suo carico;

b) riservandosi il diritto di ridurre l'indennizzo di un importo pari ai recuperi effettuati dall'Assicurato stesso.
La Società ha il diritto di subentrare nel possesso dei titoli di viaggio non utilizzati.

Art. D7 - VALIDITA' DELLA GARANZIA

La garanzia è valida esclusivamente se la polizza è stata stipulata contestualmente alla data di prenotazione/acquisto del viaggio.
La garanzia è operante per una unica richiesta di risarcimento indipendentemente dall'esito, al verificarsi della quale decade.

Art. D8 - COSA FARE IN CASO DI SINISTRO

Obblighi dell'Assicurato: ***Nel caso si verifichi un evento che renda impossibile la partecipazione al viaggio, l'Assicurato, pena la decadenza del diritto al rimborso, dovrà scrupolosamente osservare i seguenti obblighi:***

1) ***Annullare la prenotazione all'Operatore Turistico immediatamente***, al fine di fermare la misura delle penali applicabili. L'annullamento andrà notificato comunque prima dell'inizio dei servizi prenotati, anche nei giorni festivi, a mezzo fax oppure e-mail. In ogni caso la Società rimborserà la penale di annullamento prevista alla data in cui si è verificato l'evento che ha dato origine alla rinuncia; l'eventuale maggiore quota di penale dovuta a seguito di ritardata comunicazione di rinuncia resterà a carico dell'Assicurato.
2) ***Denunciare l'annullamento alla Società entro 10 giorni dal verificarsi dell'evento che ha causato l'annullamento.***

La denuncia dovrà essere effettuata direttamente alla Società ***attraverso una delle seguenti modalità***:

- collegandosi al portale sinistri all'indirizzo: www.sinistri.imaitalia.it; in alternativa
- via mail all'indirizzo sinistri.viaggi@imaitalia.it allegando i documenti in formato PDF; in alternativa
- in originale con raccomandata AR indirizzata a: IMA Italia Assistance S.p.A., Piazza Indro Montanelli 20, 20099, SESTO SAN GIOVANNI (MI); in alternativa
- telefonando **al numero** dedicato alla gestione delle richieste di rimborso **Tel. +39 02 24128449**, attivo dal lunedì al venerdì dalle ore 9:00 alle ore 17:00.

Tale denuncia dovrà obbligatoriamente contenere tutte le seguenti informazioni:

- nome cognome, codice fiscale, indirizzo completo del domicilio per potere esperire eventuale visita medico legale, numero di telefono al quale effettivamente L'Assicurato è rintracciabile;
- riferimenti del viaggio e della copertura assicurativa: estremi della tessera assicurativa o nome dell'Operatore Turistico, data prevista di partenza del viaggio a cui si deve rinunciare ed estratto conto di prenotazione o scheda di iscrizione;
- la descrizione delle circostanze che costringono l'Assicurato ad annullare;
- la certificazione medica o, nei casi di garanzia non derivanti da malattia o infortunio, altro documento comprovante l'impossibilità di partecipare al viaggio.
- per cause quali morte o ricovero ospedaliero: certificato di morte o cartella clinica.

Anche successivamente (se non immediatamente disponibili) e con le stesse modalità dovranno comunque essere forniti:

- estratto conto di prenotazione o scheda di iscrizione (se non precedentemente forniti);
- documentazione attestante il legame tra l'Assicurato e l'eventuale altro soggetto che ha determinato la rinuncia;
- catalogo e/o programma del viaggio con relativo regolamento di penale, in copia;
- contratto di viaggio con ricevute di pagamento, in copia;
- estratto conto di penale emesso dall' organizzatore del viaggio, in copia;
- fattura della penale addebitata e titoli di viaggio in originale, per penale del 100%;
- quietanza di pagamento emessa dall'Operatore Turistico ovvero altre ricevute di pagamento disponibili;
- certificazione medica in originale; - codice IBAN.
- ***la Società potrà richiedere successivamente, per poter procedere alla definizione del sinistro, ulteriore documentazione che l'Assicurato sarà tenuto a trasmettere.***

❖ INFORTUNI IN VIAGGIO COMPRESO VOLO

Art. E1 - OGGETTO DELLA GARANZIA

La garanzia è operante per gli infortuni che l'Assicurato subisca in viaggio nello svolgimento di ogni attività che non abbia carattere professionale. Sono considerati "infortuni" anche:

a) gli infortuni derivanti da uso e guida di tutti i veicoli a motore e natanti;
b) l'asfissia non di origine morbosa;
c) gli avvelenamenti acuti da ingestione o da assorbimento di sostanze;
d) l'annegamento;
e) la folgorazione;
f) l'assideramento o il congelamento;
g) i colpi di sole, di calore o di freddo;
h) le infezioni e gli avvelenamenti conseguenti a lesioni, morsi di animali e punture di insetti;
i) gli infortuni subiti in stato di malore, di incoscienza o conseguenti a colpi di sonno;
j) gli infortuni derivanti da imperizia, imprudenza o negligenza anche grave;
k) le lesioni determinate da sforzo, con esclusione delle ernie di ogni natura degli strappi muscolari, della rottura sottocutanea di tendini;
l) gli infortuni derivanti da tumulti popolari o da atti di terrorismo, vandalismo, attentati, a condizione che l'Assicurato non vi abbia preso parte attiva.

Art. E2 – MASSIMALI PER PERSONA E PERIODO ASSICURATIVO

L'assicurazione è prestata per il caso di Morte e per il caso di Invalidità Permanente, nei limiti indicati di seguito:

Massimale per persona e per periodo assicurativo	**€ 50.000,00**

Art. E3 – INFORTUNI CAUSATI DA GUERRA E INSURREZIONE

Sono compresi gli infortuni derivanti da guerra, insurrezione, occupazione e invasione militare, che l'Assicurato subisca fuori del territorio della Repubblica Italiana, dello Stato della Città del Vaticano e della Repubblica di San Marino, ***per un massimo di 14 giorni dall'insorgere di tali eventi,*** se ed in quanto l'Assicurato risulti sorpreso dallo scoppio di tali eventi mentre si trovi nello Stato estero.

Art. E4 - ESCLUSIONI SPECIFICHE DI GARANZIA

Fermo quanto indicato dall'Art 1.18 "Esclusioni valide per tutte le garanzie e prestazioni" delle "Norme comuni a tutte le prestazioni e garanzie" e ad integrazione di quanto Indicato nelle singole Garanzie, sono escluse dalla garanzia gli infortuni causati:

- dalla guida di qualsiasi veicolo o natante a motore, se l'Assicurato è privo dell'abilitazione prescritta dalle disposizioni vigenti, salvo il caso di guida con patente scaduta, ma a condizione che l'Assicurato abbia, al momento del sinistro, i requisiti per il rinnovo;
- dalla guida e dall'uso di mezzi di locomozione aerea di qualsiasi tipo, salvo quanto previsto nel successivo articolo "Rischio Volo";
- da ubriachezza, dall'uso di allucinogeni, dall'uso non terapeutico di stupefacenti e psicofarmaci;
- da operazioni chirurgiche, accertamenti o cure mediche non resi necessari da infortunio;
- dalla partecipazione dell'Assicurato a delitti da lui commessi o tentati;
- da alluvioni, inondazioni, terremoto ed eruzioni vulcaniche;
- da guerra e insurrezioni, salvo quanto previsto all'ART E3;
- da trasformazioni o assestamenti energetici dell'atomo, naturali o provocati, e da accelerazioni di particelle atomiche (fissione e fusione nucleare, isotopi radioattivi, macchine acceleratrici, raggi X, ecc.), da sostanze radioattive, batteriologiche e/o chimiche quando usate per fini non pacifici;
- dalla pratica delle seguenti attività sportive: sport comportanti l'uso di mezzi di locomozione aerea, compresi quelli definiti dalla legge "apparecchi per il volo da diporto sportivo" ovvero ultraleggeri, deltaplani, paracadute, parapendio e simili, pugilato, atletica pesante, lotta nelle sue varie forme, judo, karate, e arti marziali in genere, speleologia, salti dal trampolino con sci o idroscì, sci acrobatico in genere (free style), guidoslitta, skeleton, bob, rugby, football americano,

immersioni non in apnea, alpinismo con scalata di roccia o accesso a ghiacciai, arrampicata libera (free climbing), sci alpinismo, sci estremo, canoa fluviale, discesa di rapide, hockey su ghiaccio o rotelle, skateboard;

- dalla pratica di calcio, calcetto, ciclismo, equitazione, sci, pattinaggio a rotelle o su ghiaccio, pallavolo, pallacanestro, pallanuoto, pallamano, pentathlon moderno, scherma, baseball, canottaggio, qualora l'infortunio si verifichi durante gare e competizioni (e relative prove o allenamenti) organizzate o svolte sotto l'egida delle rispettive Federazioni sportive o Associazioni ad esse equiparabili.

Art. E5 - PERSONE NON ASSICURABILI

Non sono assicurabili, indipendentemente dalla concreta valutazione dello stato di salute, le persone affette da: alcolismo, tossicodipendenza, sindrome da immunodeficienza acquisita (A.I.D.S.), sindromi organiche cerebrali, schizofrenia, forme maniaco-depressive o stati paranoici.

Art. E6 - RINUNCIA AL DIRITTO DI SURROGAZIONE

La Società rinuncia, a favore dell'Assicurato o dei suoi aventi diritto, all'azione di surrogazione di cui all'Art. 1916 del Codice Civile verso i terzi responsabili dell'infortunio.

Art. E7 - GARANZIE LIMITE PER CUMULO

a) Morte

Se l'infortunio ha come conseguenza la morte e la stessa si verifica, anche successivamente alla scadenza della polizza, ***entro 2 anni dal giorno dell'infortunio***, la Società corrisponde la somma assicurata ai beneficiari designati o, in difetto di designazione, agli eredi dell'Assicurato in parti uguali. ***L'indennizzo per il caso di morte non è cumulabile con quello per invalidità permanente.***

Tuttavia, se dopo il pagamento di un indennizzo per invalidità permanente l'Assicurato muore in conseguenza del medesimo infortunio, la Società corrisponde ai beneficiari ***soltanto la differenza tra l'indennizzo per morte, se superiore, e quello già pagato per invalidità permanente.***

b) Invalidità Permanente

Se l'infortunio ha come conseguenza l'invalidità permanente, l'indennizzo è dovuto ***solo se l'invalidità stessa si sia verificata (anche successivamente alla scadenza dell'assicurazione) entro 2 anni dal giorno dell'infortunio.***

L'indennizzo per invalidità permanente parziale è calcolato sulla somma assicurata per invalidità permanente Totale, in proporzione al grado di invalidità permanente che va accertato facendo riferimento alla tabella delle percentuali di invalidità prevista nello Allegato 1 del D.P.R. 30 giugno 1965 n. 1124 e successive modifiche intervenute fino alla data di stipulazione della polizza.

Per le menomazioni degli arti superiori, in caso di mancinismo, le percentuali di invalidità previste per il lato destro varranno per il lato sinistro e viceversa.

Se la lesione comporta una minorazione, anziché la perdita totale, le percentuali indicate vengono ridotte in proporzione alla funzionalità perduta. Nei casi di invalidità permanente non specificati nella tabella di cui sopra, l'indennizzo è stabilito con riferimento alle percentuali dei casi indicati, tenendo conto della diminuita capacità generica lavorativa indipendentemente dalla professione dell'Assicurato.

La perdita totale, anatomica o funzionale, di più organi od arti comporta l'applicazione di una percentuale di invalidità pari alla somma delle singole percentuali dovute per ciascuna lesione, con il massimo del 100%.

Art. E8 - FRANCHIGIA ASSOLUTA SULLA INVALIDITÀ PERMANENTE

La liquidazione dell'indennità dovuta per invalidità permanente verrà determinata applicando una franchigia di 5 punti percentuali. Pertanto, ***la Società non liquida alcuna indennità se l'invalidità permanente è di grado non superiore a 5 punti percentuali***. Se invece l'invalidità permanente è di grado superiore a 5 punti percentuali, la Società liquida l'indennità solo per la parte eccedente.

Art. E9 - RISCHIO VOLO

L'assicurazione è estesa agli infortuni che l'Assicurato subisca durante i viaggi aerei turistici o di trasferimento, effettuati in qualità di passeggero su velivoli o elicotteri da chiunque eserciti, tranne che:

- da società/aziende in occasione di voli diversi da trasporto pubblico di passeggeri;
- apparecchi per il volo da diporto o sportivo, quali a titolo esemplificativo e non limitativo, ultraleggeri, deltaplani, mezzi per il parapendio;
- da aeroclub.

Agli effetti della garanzia, il viaggio aereo si intende cominciato nel momento in cui l'Assicurato sale a bordo dell'aeromobile e si considera terminato nel momento in cui ne è disceso.

Art. E10 - EVENTI NATURALI

L'Assicurazione comprende gli infortuni derivanti da terremoto, eruzioni vulcaniche, maremoto, inondazioni. Resta convenuto che in caso di evento che colpisca più persone assicurate con la presente polizza l'esborso a carico della Società **non potrà superare l'importo complessivo di € 300.000,00.**

Art. E11 - MORTE PRESUNTA

Qualora l'Assicurato sia scomparso a seguito d'infortunio indennizzabile ai termini di polizza e, in applicazione degli artt. 60 comma 3) e 62 del Codice Civile o dell'Art. 211 del Codice della Navigazione, l'Autorità Giudiziaria ne abbia dichiarato la morte presunta e di tale evento sia stata fatta registrazione negli atti dello stato civile, la Società corrisponderà ai beneficiari la somma assicurata per il caso di morte.

In base agli elementi ed alle circostanze relative all'infortunio, la Società può richiedere totalmente o parzialmente la seguente documentazione:

- il certificato di morte;
- la dichiarazione sostitutiva di atto di notorietà;
- il certificato di stato di famiglia (originario e attuale);
- il certificato autoptico;
- il certificato di non gravidanza della coniuge superstite dell'Assicurato;
- in presenza di indennizzi spettanti a figli minori, il decreto del Giudice Tutelare che autorizza la riscossione della quota di indennizzo a loro spettante, con espresso esonero da ogni responsabilità della Società relativamente al reimpiego della somma.

Art. E12 – COSA FARE IN CASO DI SINISTRO - OBBLIGHI DELL'ASSICURATO

In caso di sinistro, il Contraente o l'Assicurato o i suoi aventi diritto devono darne avviso scritto alla Società ***entro 3 giorni*** da quando ne hanno avuto la possibilità.

La denuncia del sinistro sottoscritta dall'Assicurato o, in caso di impedimento per le conseguenze riportate, dai suoi aventi diritto, deve essere corredata da certificato medico e deve contenere l'indicazione del luogo, giorno ed ora dell'evento, nonché una dettagliata descrizione delle sue modalità di accadimento. La denuncia può avvenire attraverso una delle seguenti modalità:

- collegandosi al portale sinistri all'indirizzo: www.sinistri.imaitalia.it; in alternativa
- via mail all'indirizzo sinistri.viaggi@imaitalia.it allegando i documenti in formato PDF; in alternativa
- in originale con raccomandata AR indirizzata a: IMA Italia Assistance S.p.A., Piazza Indro Montanelli 20, 20099, SESTO SAN GIOVANNI (MI); in alternativa
- telefonando **al numero** dedicato alla gestione delle richieste di rimborso **Tel. +39 02 24128449**, attivo dal lunedì al venerdì dalle ore 9:30 alle ore 17:00.

Il decorso delle lesioni deve essere documentato da ulteriori certificati medici. L'Assicurato o, in caso di morte, i beneficiari designati o gli eredi legittimi e/o testamentari, *deve consentire alla Società le indagini, le valutazioni e gli accertamenti ritenuti necessari dalla Società.* L'Assicurato è altresì tenuto a sottoporsi, in Italia, agli accertamenti, visite e controlli medici disposti dalla Società e a fornire tutta la documentazione sanitaria in originale, sciogliendo a tal fine dal segreto professionale i medici e gli Istituti di cura.

L'inadempimento degli obblighi sopra indicati può comportare la perdita totale o parziale del diritto all'indennizzo.

Art. E13 - CRITERI DI INDENNIZZABILITÀ

La Società corrisponderà l'indennizzo per le conseguenze dirette, esclusive ed oggettivamente constatabili dell'infortunio, che siano indipendenti da menomazioni e da condizioni patologiche preesistenti. In caso di perdita anatomica o riduzione funzionale di un organo o di un arto già minorato, le percentuali di invalidità previste sono diminuite tenendo conto del grado di invalidità preesistente.

Se l'infortunio ha come conseguenza la morte, la Società corrisponderà la somma assicurata ai beneficiari designati o, in difetto di designazione, agli eredi legittimi e/o testamentari dell'Assicurato in parti uguali. Se dopo il pagamento di un indennizzo per invalidità permanente ed in conseguenza dell'infortunio subito l'Assicurato muore, la Società corrisponderà ai beneficiari ***soltanto la differenza tra l'indennizzo per morte, se superiore, e quello già pagato per invalidità permanente.***

Art. E14 - LIMITE DI INDENNIZZO PER SINISTRO COLLETTIVO

Si conviene tra le parti che, nel caso di sinistro che colpisca contemporaneamente più persone assicurate con la presente polizza, in conseguenza di un unico evento, ***l'esborso massimo complessivo a carico della Società non potrà essere superiore a € 300.000,00. Se gli indennizzi complessivamente dovuti eccedessero tale importo, la Società procederà alla loro riduzione proporzionale.***