

Filo diretto

ASSICURAZIONI

Una società del Gruppo Filo diretto

Filo diretto Assicurazioni S.p.A. con Socio Unico
Sede legale in Agrate Brianza 20864
Centro Direzionale Colleoni • Via Paracelso 14
Tel. 039.60.56.804 r.a. • Fax 039.68.92.199 • www.filodiretto.it
Capitale Sociale € 11.800.000 i.v. • R.E.A. MB 1395446
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Capogruppo del Gruppo Filo diretto, iscritto al n. 039 dell'Albo dei gruppi Assicurativi

TERMS OF INSURANCE POLICY NUMBER 6001003537/J



GLOSSARY

In the following text, the terms will have the same meaning as assigned to them hereby:

Abroad: any country other than Italy as defined hereinafter;
Accident: any occurrence of any fact or harmful event as covered by the insurance;
Alarm Center: the company's structure composed of technicians and operators, working 24 hours a day, seven days a week, who reply by phone to the requests of the insured party and arrange and provide assistance;
Ambulatory: any medical center or structure duly equipped and authorized to provide medical assistance or examinations, as well as any consulting room legally authorized for individual doctors;
Appendix Adjustment: a document in which the Company, on a monthly basis, indicates to the Contracting party the number of names reported and included in the insurance and the amount of the premium due to integration of the minimum premium;
Assistance: any prompt aid, both cash or in kind, provided to the insured party in difficulty after the occurrence of an accident;
Breakdown: any damage suffered from any vehicle and due to wear-and-tear, defect, failure, non functioning of its components (except an intervention of ordinary maintenance) that prevents the insured party from making normal use of the vehicle;
Car Accident: any event that affects any vehicle, arising out of a fortuitous circumstance, malpractice, negligence, non-compliance with provisions and regulations that is connected with road circulation, as defined by the law, that damages the vehicle and prevents its regular use;
Company: Filo diretto Assicurazioni S.p.A.;
Contracting party: any natural or legal person who stipulates the insurance policy;
Damage: any deterioration to the luggage due to breakage, collision, or impact with steady or moving objects;
Day hospital: any one-day admission to the hospital that does not entail an over-night stay;
Deductible: any fixed amount charged to the insured party for any accident;
Duration of the Policy: the period of validity of the insurance policy selected by the insured party;
Europe: any European and Mediterranean country, Russian Federation excluded;
Expenses of the losing party: any expense for a proceeding that the losing party has to pay to the winning party;
Family member: spouses/partners living together *more uxorio*, parents, brothers, sisters, children, parents-in-law, brothers-in-law, sisters-in-law, grandparents, uncles, aunts, nieces and nephews up to the 3rd degree of kinship;
Family unit: the spouse/partner and the children living with the insured party;
Final Premium: the amount of the policy premium payable by the Contracting party to the Company based on the number of names specifically disclosed or, in case of policy rate, by multiplying the gross annual rate indicated in the policy to the real turnover realized by the Contracting party during the term of the policy;
Fire: any combustion with flames;
Fixed excess: the part of damage to be indemnified according to the policy that will be charged to the insured party for any accident;
Gross Rate: any multiplier to be applied to the turnover of the Contracting party used to define the definitive premium;
Hospital: any health care institute, nursing home, university hospital that is duly authorized - as per legal requirements by relevant authorities - to provide hospital assistance. Spas, convalescent homes, centers with beauty or dietary purposes are excluded;
Hospitalization: any stay in a hospital with an over-night included;
Illness: any variation in health conditions that is not due to an accident;

Indemnity: any amount due by the company in case of an accident that is covered by the policy guarantees;
Injury: any event due to a fortuitous, violent or external cause, producing bodily injuries - that may be objectively detected - that results in death, permanent disability or temporary partial or total inability;
Insurance: the insurance policy;
Insured Party: any individual whose interest is protected by the insurance that is any person that subscribed the travel organized by the Contracting party and regularly communicated to the Company;
Italy: the territory of Italian Republic, the Vatican City and the Republic of San Marino;

l'ammontare del premio di polizza dovuto dal Contraente all'Impresa in base al numero dei nominativi in concreto comunicati o in caso di polizza al tasso, moltiplicando il tasso lordo annuo indicato in polizza al reale fatturato realizzato dal Contraente nel periodo di durata della polizza;

Limit of Liability: any maximum amount paid by the company for any accident covered by the insurance;

Luggage: any clothes, sports equipment, personal hygiene items, photographic and video equipment, radio-TV sets and electronic devices, suitcases, bags, rucksack that may contain them and that the insured party carries with him/her during the travel;

Medicines: any medicine included in the official Italian List of Medicines. Therefore, they do not include over-the-counter, homeopathic, cosmetic, dietary, galenic products, even if prescribed by a doctor;

Minimum Premium: the amount of the policy premium due in any case by the Contractor party to the Company, regardless of the number of names specifically disclosed or, in case of policy rate, of the real entity of the turnover during the term of the policy;

Official residence: any place where the natural or legal person is officially resident, as per the vital records office;

Permanent Disability: any definitive partial or total loss of the ability of the insured party to carry out any work, regardless of his/her job, due to accidents;

Policy: any document certifying the insurance;

Pre-existing disease: any disease that is directly due to pathological situations that arose before the stipulation of the policy;

Premium: any amount due by the Contracting party to the company;

Residence: any place, even temporary, where the insured party lives;

Risk: any probability that the harmful event covered by the insurance will occur;

Robbery: any misappropriation of personal property from the owner, using violence or by threatening the owner him/herself;;

Surgical Operation: any medical operation carried out in an operating room of a hospital or ambulatory that is equipped as required, which is based on surgery of tissues using sources of mechanic, thermal or light energy. For insurance purposes, it includes also the closed reduction of fractures and dislocations;

Theft: any crime under article 624 of the Italian Criminal Code, committed by anyone who takes possession of the personal property of any third party, stealing it from the owner, in order to make profit for him/herself or for any third party;

Third party: usually does not include: a) the spouse, the parents, the children of the insured party nor any other relative or similar person living with him/her as reported at the registry; b) any employee of the insured party having an accident during work activities

Touristic services: any flight, hotel accommodation, transfer, rental, etc. sold by the Contracting party to the insured party;

Travel Companion: any insured person who, even though not related to the insured party who suffered the accident, is regularly participating in the same travel as the insured party;

Travel/Rental: any transfer and/or stay for touristic, educational or business purposes of the insured party as organized by the contracting party; any travel/rental starts after checking-in (by plane), after entering the hotel/apartment (should the stay be provided only), after embarking (by ship or ferry-boat), after sitting in a carriage (by train).

Turnover: any total amount billed by the Contracting party during validity of the policy;

Vehicle: any mechanical means of transport driven by the insured party that operates with an engine and runs on roads, both public and private.

World: any country of the world;

AMITOUR INSURANCE CONDITIONS

Amitour Terms of Insurance Mod. 6001-001 (ed. 2010-09)
Last Update 30/09/2010

SECTION 1 – MEDICAL EXPENSES

ARTICLE 1.1 - PURPOSE OF THE INSURANCE

Within the limits per Insured person of € 600,00 in Italy, of € 5.000,00 in Europe and of € 10.000,00 in the World, verified and documented medical expenses incurred by the Insured person during the trip due to illness or injury to urgent or can not be postponed surgical operation or care, resulting from injury or illness arisen during the period of guarantee.

The guarantee includes:

- Any expense for hospital stays;
- Any expense for surgical operations and doctor's fees due to an illness or accident;

- Any expense for outpatient medical examinations, diagnostic and clinical tests (provided that they refer to the illness or accident reported);
- Any expense for the medicines prescribed by the local doctor (provided that they refer to the illness or accident reported);
- Any expense for urgent dental care, due to the accident, up to € 200.00 per insured party;

In case of hospitalization due to an accident or illness subject to indemnity pursuant to the policy, the Alarm Center, upon the request of the insured party, will proceed with direct payment of medical expenses.

Nevertheless, the Insured party will be charged, and will proceed with direct payment on site, of any amount exceeding the limits of liability provided in the policy and any relevant deductible.

For amounts exceeding € 1,000.00, prior authorization by the Alarm Center is required.

Any medical expense incurred in Italy due to exclusively the accidents that occur during travel will be reimbursed up to € 500.00, provided that they are incurred within 60 days from the date of return.

ARTICLE 1.2 – DEDUCTIBLE AND FIXED EXCESS

To each accident a fixed deductible of € 50.00 will be applied; this deductible will be charged to the Insured party.

To each accident with amounts exceeding € 1,000.00 in case of non-authorization by the Alarm Center, a fixed excess corresponding to 25% of the amount to be reimbursed will be applied (the minimum amount applicable amounts to € 50,00).

It is understood that no indemnity will be due for amounts exceeding € 1,000.00 if the insured party cannot demonstrate the effective payment of the medical expenses by bank transfer or credit card.

ARTICLE 1.3 – SPECIAL EXCLUSIONS AND LIMITS APPLICABLE TO GUARANTEES FOR MEDICAL EXPENSES

In addition to the exclusions under the Provisions applicable to the guarantees, any expense for dental, physiotherapeutic, nursing, spa, weight-loss treatment and for the elimination of congenital physical defects are excluded, as well as any expense for eye-glasses, contact lenses, prosthesis and therapeutic devices, beauty operations or applications. The insurance does not cover voluntary abortions, nor treatments or therapies or for fertility and/or sterility and/or impotence.

SECTION 2 – ASSISTANCE TO THE PERSON

Service activities reported in the guarantee for Assistance to the person are offered free of charge.

ARTICLE 2.1 - PURPOSE OF THE INSURANCE

If the Insured party runs into difficulties due to the occurrence of illness, accidents or fortuitous events, the Company will foresee to immediately making the services granted by the insurance available to the Insured party, within the terms provided in the policy and through the staff and equipment of the Alarm Center. The support provided may consist of cash or kind.

ARTICLE 2.2 - MEDICAL CONSULTATION RENDERED BY PHONE

If, due to illness or an accident, the health conditions of the Insured party need to be ascertained, the Company will make the medical service of the Alarm Center available to the Insured party for medical contacts aiming at the handling of the first medical emergency.

ARTICLE 2.3 - AVAILABILITY OF A DOCTOR IN ITALY IN CASE OF EMERGENCY

Should the Insured party, travelling in Italy, need a doctor and cannot locate one, the Company – through its Alarm Center – will make its medical assistance service available to the Insured party at night (from 8 pm to 8 am) and 24 hours a day on Saturdays and holidays; this service ensures the availability of general practitioners, ready to intervene upon request. After the Alarm Center has been contacted and following a first diagnostic examination carried out by the internal doctor, the Company will send the necessary doctor free of charge.

Should no doctor be promptly available and circumstances require one, the company will arrange and pay for the transfer of the Insured party to an emergency room by ambulance.

ARTICLE 2.4 - SUGGESTION OF A DOCTOR ABROAD

If, after any medical consultation (please refer to "Medical Consultation Rendered by Phone") the Insured party needs a medical examination, the Alarm Center will suggest a doctor – if any - in the area of the Insured party depending on the local availability.

ART 2.5 - MONITORING OF HOSPITALIZATION

Should the Insured party be hospitalized, the medical service of the Alarm Center will be at his/her disposal to provide communication and updates on the course of the illness to the family members of the Insured party.

ARTICLE 2.6 - ORGANIZED MEDICAL TRANSPORT

Following any illness or accident suffered by the Insured party that causes infirmity or injuries that may not be treated on site or that prevent continuation of the travel and/or of the stay, the medical service of the Alarm Center, after consulting the local doctor and if necessary/possible the general practitioner of the Insured party, will arrange medical transport/return of the Insured party. According to the seriousness of the health conditions, the Insured party will be transferred to the most suitable medical center or transferred to his/her residence.

The medical service of the Alarm Center will decide how to arrange the medical transport; the following means may be used:

- air ambulance – commercial flight – sleeping car – 1st class berth - ambulance – other means deemed suitable.

According to the health conditions, the transport may be accompanied by doctors and/or paramedics of the Alarm Center.

The return from non-European countries (such as any country outside Continental Europe, including overseas possessions, territories and districts), except Mediterranean countries, will be carried out using exclusively commercial flights. No medical service will be rendered if the Insured party or his/her family members decide to sign for voluntary discharge from the hospital despite the adverse advice of the medical staff of the facility where the insured party is admitted.

ARTICLE 2.7 - RETURN OF FAMILY MEMBERS OR TRAVEL COMPANION

In case of medical transport of the Insured party, of the corpse, or return of the convalescent, the Alarm Center will make arrangements, and the company will incur the costs, for the return of family members only if they are insured (flight in economy class or by train in 1st class) or one travel companion. The service will be rendered solely if the Insured party cannot use his/her own tickets.

ARTICLE 2.8 - TRANSPORT OF THE CORPSE

In case of death of the Insured party during travel and/or a stay, the Alarm Center will arrange transport of the corpse, carry out any formality required and pay any expense that is required and essential (after-death treatment, documents for the transport of the coffin), up to the place of burial in the country of residence of the insured party. The guarantee does not include the expenses for research, funeral, burial and possible recovery of the corpse.

ARTICLE 2.9 - TRAVEL OF A FAMILY MEMBER IN CASE OF HOSPITALIZATION

In case of hospitalization for more than 5 days of the Insured party, the Alarm Center will arrange, and the Company will pay, for travel (round-trip flight ticket in economy class or 1st class train ticket) as well as accommodation expenses up to a daily limit of € 100.00 and for a maximum of 10 days for one family member.

The service will be rendered solely if no adult family member is already present on site.

ARTICLE 2.10 - ASSISTANCE TO MINORS

If, due to illness or accident, the Insured party cannot take care of his/her under-age children travelling with him/her, the Alarm Center will provide a family member or any other person as nominated by the Insured party or the spouse, with a round-trip flight ticket in economy class or 1st class train ticket, in order to reach the minors and take them home.

The service will be rendered solely if no adult family member is already present on site.

ARTICLE 2.11 - RETURN OF THE CONVALESCENT TRAVELER

If the health conditions of the Insured party prevent him/her from returning to his/her residence using the means defined when the travel was arranged, the Alarm Center will make arrangements and the company will incur the expenses for a return ticket (round-trip flight ticket in economy class or 1st class train ticket).

The service will be rendered solely if the insured party may not use his/her own tickets.

ARTICLE 2.12 - EXTENSION OF STAY

The Alarm Center will arrange an extended overnight stay for the Insured party, the family members or the travel companion, if insured, in the event of illness or accident of the Insured party, provided that this is demonstrated by a regular medical report and the company will incur the expenses for the overnight stay for a maximum of 10 days and anyway up to a daily limit of € 100.00.

ARTICLE 2.13 - URGENT DISPATCH OF MEDICINES ABROAD

The Alarm Center will arrange, if reasonably possible and in compliance with provisions concerning the transport of medicines and solely following a fortuitous event, accident or illness, the dispatch of the medicines required for continuation of the ongoing therapy if the Insured party cannot obtain these or equivalent medicines on site. In any case the cost of these medicines will be charged to the Insured party.

ARTICLE 2.14 - AVAILABILITY OF AN INTERPRETER ABROAD

If necessary and following hospitalization of the insured party abroad, or following legal proceedings for facts without malice aforethought against the insured party, the alarm center will arrange an interpreter – only in countries where its correspondents are present – and the company will incur the relevant fees up to € 1,000.00.

ARTICLE 2.15 - ADVANCE PAYMENT OF FIRST AID EXPENSES

If the Insured party incur unexpected expenses due to particularly serious events that can be demonstrated, the Alarm Center will proceed with the "on site" payment of invoices or with an advance of money to the insured party up to € 8,000.00 if an adequate guarantee is provided by any third party at home to cover the loan at once.

ARTICLE 2.16 - EARLY RETURN

The Alarm Center will arrange a ticket for the early return of the Insured party and the Company will incur the costs (flight ticket in economy class or 1st class train ticket) to his/her residence if in the country of residence, death occurs or there is an imminent danger of life to one of the following family members: spouse, child, brother/sister, parent, parent-in-law, brother-in-law, sister-in-law, grandparent, uncle, aunt, niece and nephew up to the 3rd degree of kinship.

The service is effective for any material damage to the primary residence or holiday home, to the office or to the company of the insured party that requires his/her presence.

Should the insured party have to leave his vehicle and return home earlier, the company will put a plane or train ticket at his/her disposal to go and retrieve the vehicle afterwards. The service will be rendered solely if the insured party may not use his/her own tickets.

ARTICLE 2.17 - TELEPHONE/TELEGRAPH EXPENSES

The Company will pay any proven expense necessary for contacting the Alarm Center up to € 100.00.

ARTICLE 2.18 - NOTIFICATION OF URGENT MESSAGES

Should the Insured party be in difficulty and be prevented from sending urgent messages to persons, the Alarm Center will arrange notification of these messages.

ARTICLE 2.19 EXPENSES FOR AID, SEARCH AND RETRIEVAL

In case of an accident or illness, expenses for search and aid are guaranteed up to € 1,500.00 per person, provided that such search is carried out by an official organization.

ARTICLE 2.20 - ADVANCE PAYMENT OF CRIMINAL BAIL ABROAD

The Company will proceed with the advance payment abroad of any criminal bail as required by local authorities to release the Insured party provisionally up to € 25,000.00. Since this amount merely represents an advance payment, the Insured party will nominate a person who will concomitantly deposit the same amount in the bank account of the company. Should the bail be reimbursed by local authorities, it will be promptly returned to the Company, which will then reimburse the above-mentioned bond. This guarantee is not valid for facts connected with drug traffic or trade, or for the participation of the insured party in political demonstrations.

ARTICLE 2.21 – SPECIAL EXCLUSIONS AND LIMITS APPLICABLE TO GUARANTEES FOR ASSISTANCE TO THE PERSON

In addition to the exclusions under the Provisions applicable to all guarantees, the Company will not cover the expenses incurred by the insured party without prior authorization from the Alarm Center.

Should one or more services not be rendered to the Insured party, the company will not indemnify the insured party for the non-rendered services, nor will it supply any alternative services by way of compensation.

The company will not pay any reimbursement or indemnify in place of services when the services were provided by other insurance companies or institutions when they have not been previously requested through the Alarm Center or arranged by it. The reimbursement will be paid (up to the limits provided in this policy) if the Alarm Center, after having been contacted, has duly authorized the insured party to arrange the services of assistance on his/her own; in this case, the original documents supporting the expenses incurred by the insured party for the services rendered will be sent to the alarm center.

Any infectious disease, should the intervention of assistance be prevented by international health provisions, is excluded.

ARTICLE 2.22 - RESPONSIBILITY

The Company will not be responsible for any delay or obstacle that may arise while rendering the services of assistance in case of events already excluded pursuant to the General and Special Conditions due to:

- any order issued by local authorities preventing the rendering of these services;
- any fortuitous or unexpected event;
- any cause of *force majeure*

ARTICLE 2.23 - TICKET RETURN

The Insured party will return non-used tickets to the company once the services have been rendered.

ADDITIONAL SERVICE – MEDICAL TELECONSULTATION ABROAD “TRAVEL CARE”

ARTICLE 2.24 - DESCRIPTION OF THE SERVICE

Should the Insured party travelling abroad have an accident or suffer from illness, he/she may go to one of the medical centers that are equipped with telemedicine stations called **Net for Care**, where he/she may receive on-line telephone medical consultation directly from Italian and international leading medical centers.

Net for Care is a technological platform that, using the most innovative IT solutions, connects a range of **Italian and International highly-specialized hospitals** on-line (*) with the Alarm Center of the company, thus allowing the Insured party to access **on-line** services of medical consultation.

ARTICLE 2.25 - HOW TO ACCESS THE SERVICE

Should the Insured party need a telephone consultation, he/she just has to request this through the Alarm Center of Telemedicine, which will directly contact the medical staff, which is available 24 hours a day 7 days a week to provide first level telephone consultation. According to the patient's requirements, a second level medical consultation will be arranged and provided by one of the medical centers of the network with the presence of the insured party and/or one of his/her family members.

ARTICLE 2.26 LIMITS TO SUPPLY OF THE SERVICE

The Insured party may use the service up to a maximum of three times per year

ARTICLE 2.27 - COST OF THE SERVICE

The Company will pay all the expenses for the organization and management of medical consultation, as well as the fee of the doctor who has rendered the consultation.

The Insured party will be charged with the expenses for all the examinations required (diagnostic examinations, clinical tests, photographic images, etc.) for the telephone consultation and for any further assessment as required by the doctor who has rendered the consultation.

SECTION 3 – LUGGAGE

ARTICLE 3.1 - PURPOSE OF THE INSURANCE

The Company guarantees, within the maximum limit of € 300,00 in Italy of € 500,00 in Europe and of € 700,00 in the World:

- the luggage of the Insured party against the risks of fire, theft, bag-snatching, robbery, loss, breakdown and non-return by the carrier.
- Within the above-mentioned limits of liability, but still up to € 300.00 per person, reimbursement of the expenses for reissue/duplication of the passport, identity card and driving license and/or nautical license due to the above-mentioned events;
- Within the above-mentioned limits of liability, but still up to € 300.00 per person, the reimbursement of the expenses for the documented purchase of indispensable clothes and personal items incurred by the Insured party due to total theft of the luggage or its late return by the carrier at least 12 hours after the arrival of the insured party at destination.

ARTICLE 3.2 – SPECIAL EXCLUSIONS AND LIMITS APPLICABLE TO THE GUARANTEES FOR LUGGAGE

In addition to the exclusions under the Provisions applicable to all guarantees, the company will not cover the damages due to:

- fraud, offense, negligence of the insured party, as well as carelessness;
- insufficient or inadequate packaging, ordinary wear-and-tear, manufacturing defects and adverse climate circumstances;
- any break or damage to the luggage unless due to theft, robbery, bag-snatching or caused by the carrier;
- theft of the luggage from the vehicle that is not duly locked or theft of the luggage placed on motor-cycles or on external luggage racks. Any theft of luggage from 8 pm to 7 am is excluded unless the vehicle is duly locked and parked in attended car park;
- money, credit cards, cheques, shares and collections, set of samples, documents, plane tickets and any other travel document;
- jewels, gems, furs and any other valuable item left unattended;
- goods purchased during travel without regular supporting proof of payment (invoice, bill, etc.);
- goods - other than clothes, cases, bags and rucksacks - that have been given to any carrier, air carrier included;

Notwithstanding the insured amounts and the maximum coverage of € 300.00 per item, reimbursement will be limited to 50% for jewels, gems, watches, furs and any other valuable item, photo-video equipment, radio-TV sets and electronic devices.

Photographic equipment (such as lenses, filters, flashes, batteries, etc.) are considered one single item

ARTICLE 3.3 - CRITERIA FOR REIMBURSEMENT

Any reimbursement will be settled, as an integration to the amount reimbursed by the air carrier or by the hotel owner liable for the event, up to the limit of the insured amount, on the basis of the as-new value of the items for the goods purchased during the three months before the damage (suitable proof of the purchase, such as invoice or bill, must be provided), otherwise the reimbursement will consider deterioration and the actual conditions of the items. As for the goods purchased during the travel, reimbursement will be settled only when adequate proof of their purchase is submitted by the Insured party.

ARTICLE 3.4 - OBLIGATIONS OF THE INSURED PARTY IN CASE OF AN ACCIDENT

The Insured party will not be entitled to any indemnity if he/she does not report the event producing the damage to the relevant authorities; the original copy of the report will be issued to the Insured party. For all damages that occur during the flight, the report must be done at the special airport office (P.I.R. - PROPERTY IRREGULARITY REPORT). Furthermore, the Insured party must submit a prior request for indemnity to the air carrier and must notify the Company of the original letter of reply by the carrier. The Company will proceed to reimburse the Insured party only after complete documentation necessary for evaluating the damage has been provided.

SECTION 4 – LAND ACCIDENTS

CLAUSE 4.1 – SCOPE OF THE INSURANCE

The company shall pay the reimbursement corresponding to the insured limits of liability within the maximum limit of € 10,000,00 if the insured party suffers – during the period of the guarantee – any damage due to direct, exclusive and objectively detected consequences of the accident causing, within one year:

- His/her death; or
- His/her permanent disability.

CLAUSE 4.2 – AGE LIMITS

Any individual who, at the date of the stipulation of the policy, is not 75 yet may be insured; the insurance remains effective for individuals who were already insured.

CLAUSE 4.3 – INSURED CAPITALS AND AGGREGATION

The insured limits of liability per insured party are until the limit of € 10.000,00 . Guarantees are applicable in case of:

- Death; or
- Permanent disability.

These reimbursements may not be aggregated; in particular, should the company reimburse to the insured party a permanent disability due to accident and then the insured party dies for this same reason, the further indemnity shall cover the difference up to the limit of liability.

It is agreed that if an event involves more insured parties of the company, the maximum amount payable by the company itself shall not exceed the amount of € 300,000.00 per policy and per event.

CLAUSE 4.4 – REPORT OF THE ACCIDENT AND RELEVANT OBLIGATIONS

Any accident shall be reported by the contracting party or by the insured party to the company, as soon as reasonably possible, by contacting the operation Headquarters by telephone.

The insured party shall notify in written a report to the broker responsible for his/her policy or to the company within days from the moment when he/she has been acquainted with the event pursuant to article 1913 of the Italian Civil Code. The report of the accident shall enclose a medical report and mention the place, date and time of the accident, as well as a detailed description of its occurrence. The course of injuries shall be supported by further medical reports. The insured party or, in case of his/her death, any assignee shall allow the company to investigate, evaluate and assess any circumstance as required.

CLAUSE 4.5 - RENUNCIATION OF THE RIGHT OF RECOURSE

The company renounces its right of recourse under article 1916 of the Italian Civil Code with respect to third parties who are responsible for the accident.

CLAUSE 4.6 – SPECIAL EXCLUSIONS AND LIMITS APPLICABLE TO GUARANTEES FOR LAND ACCIDENTS

In addition to exclusions provided by General Conditions, the guarantee is not effective for the accidents arising out of:

- Drive of vehicles or ships that are not for private use and for which the insured party does not have any special license as required;
- Drive or use, even as passenger, of air or underwater means of transport.

CLAUSE 4.7 – DAMAGE PAYMENT CRITERIA

In case of death:

in case of accident, whose indemnity is provided by the policy, the company shall pay the insured amount to the assignees or, failing any assignment, to legal or testamentary heirs.

The insured amount shall be paid provided that the death occurs within one year from the accident, even if the police has already expired.

Presumed death:

should the corpse of the insured party not be found and relevant authorities state his/her presumed death, the company shall proceed with the payment of the insured amount as provided for death.

Permanent disability:

in case of accident, whose indemnity is provided by the policy, the company pays the percentage of the insured limit of liability provided for permanent disability, according to the degree of permanent disability assessed in compliance with the table of disability percentage enclosed to the Presidential Decree no. 1124 of June, 30th 1965 as amended, applicable to "Industry"; the company renounces the application of the franchise provided and it is agreed that the reimbursement shall apply to the capital and not to the income.

CLAUSE 4.8 – FRANCHISE FOR PERMANENT DISABILITY

The indemnity for permanent disability is due solely if the degree of permanent disability exceeds 5 points percentage of total permanent disability; in this case the indemnity shall be paid only for the percentage of permanent disability exceeding 5 points percentage. It is agreed that for any percentage of permanent disability exceeding 65%, no franchise shall be applied.

PROVISIONS APPLICABLE TO ALL GUARANTEES

ARTICLE 1 – EXCLUSIONS AND LIMITS APPLICABLE TO ALL GUARANTEES

No service will be provided for accidents that occur during or arising out of:

- wars, revolutions, riots, popular demonstrations, pillages, acts of terrorism or vandalism, strikes;
- earthquakes, flooding and other adverse weather conditions declared natural calamity, events occurred in connection with energetic adjustments or transformation of atoms, both natural and induced artificially. This exclusion does not apply to single cases, such as when weather hazards and social emergencies are not officially defined as such;
- fraud committed by the contracting or Insured party;
- travels against medical advice or, anyway, during a serious illness or for the purpose of undergoing medical/surgical operations;

- illness due to chronic or pre-existing diseases that the insured party was already aware of when he subscribed the policy. Relapses of pre-existing diseases, that were not predictable upon the reservation of touristic services or of the journey, are included;

- illness that may be connected with pregnancy complications beyond the 24th week;

- voluntary abortion, organ explants and/or transplants;

- non-therapeutic use of medicines or drugs, alcohol or drugs addiction, HIV-related diseases, AIDS, mental diseases and cerebral organic syndromes;

- sports activities, such as: mountain climbing including climbs exceeding the third degree, free climbing, ski-jumping and water ski-jumping, freestyle or extreme skiing, off-run skiing, bobsleighting, river canoeing exceeding the third degree, rafting, kite-surfing, hydrospeed, bungee jumping, parachuting, hang-gliding, air sports, boxing, wrestling, football, rugby, ice hockey, scuba diving, weightlifting. The following sports are included, provided that they are performed solely for leisure purposes: scuba diving, off-run skiing if authorized by relevant authorities, bobsleighting, rafting and kite-surfing

- acts of imprudence;

- professional training for sports; participation in sports competitions, including trainings and trials supported by sports associations; competitions connected with leisure and/or games are included and considered as insured;

- racing with cars, motorcycles, motor-boats including water scooters, bobsleighs and relevant trainings and trials, unless connected with leisure;

- infectious diseases if the intervention of assistance is prohibited by national or international health provisions;

- activities implying any direct use of explosives or firearms;

- events that occur in countries subject to wars where no assistance can be provided.

ARTICLE 2 - EXCLUSION OF ALTERNATIVE COMPENSATION

Should one or more services not be rendered to the Insured party, the Company will not indemnify the insured party for the non-rendered services, nor supply any alternative services as compensation.

ARTICLE 3 - EFFECTIVENESS, APPLICABILITY AND DURATION OF GUARANTEES

Guarantees shall be effective from the date the trip begins (so the commencement date of the purchased tourist services) and shall cease at the end of these in any case they end at the 60th day from trip commencement date.

ARTICLE 4 - OBLIGATIONS OF THE INSURED PARTY IN CASE OF AN ACCIDENT

In case of an accident, the insured party must contact the company by telephone and in writing and must notify the company of the event in compliance with the requirements of each guarantee. Should the Insured party not meet his/her obligations, the indemnity may be reduced or cancelled pursuant to article 1915 of the Italian Civil Code.

Article 5 - TERRITORIAL EXTENSION

The insurance is valid in the country or in other countries where the travel is carried out as reported in the policy and where the Insured party has had the accident to be indemnified. Should the travel be made by plane, train, coach or ship, the insurance will be valid from the point of departure (airport, railway station, etc. of the organized travel) to the point of arrival at the end of the journey.

In case of travel by car or by other means than the above-mentioned ones, the insurance will not apply to distances within 50 km from the place of residence.

ARTICLE 6 - DAMAGE PAYMENT CRITERIA

The payment of any contractually due sum will be made upon submission of the relevant original bills as duly receipted. Upon request by the Insured party, the Company will return the above-mentioned original documents, with an indication of the date of payment and the amount paid.

If the Insured party submits the original bills to any third party in order to obtain a reimbursement, the Company will pay any contractually due sum on the basis of the evidence of the expenses effectively incurred, after the amount already charged to any third party. Any reimbursement will be made in Euro only.

The Company will indemnify the Insured party only after submission of all the documents required for evaluation of the damage.

ARTICLE 7 - CONTROVERSY

Damages will be evaluated by the Company after direct settlement between the parties or, failing such a settlement, they will be defined by two experts respectively appointed by the parties. Failing settlement between the experts, they will appoint a third expert. Should either party fail in appointing its own expert or should the experts fail in agreeing upon the appointment of a third expert, the appointment will be carried out by the President of the Court having jurisdiction for the place where the company has its headquarters. Each party will be charged with the expenses for the relevant expert and with half of the expenses for the third expert.

Resolutions will be issued by a majority, but no legal formality is required; resolutions will be binding for the parties, who hereby agree to waive any act of impugnation, except in the presence of cases of violence, fraud, error or breach of contractual obligations.

ARTICLE 8 – APPLICABLE LAW AND JURISDICTION

The parties hereby agree that this policy and any dispute arising thereof will be regulated in compliance with Italian law.

ARTICLE 9 - FURTHER DOCUMENTS REPORTING THE ACCIDENT THAT MUST BE SUBMITTED

The Insured party expressly agrees that Filo diretto Assicurazioni is entitled, to simplify the payment of damages, to demand the submission of documents in addition to the ones required under each single guarantee/insurance.

The non-submission of documents, regarding individual cases, may reduce or cancel the reimbursement.

ARTICLE 10 – OBLIGATIONS OF THE CONTRACTING PARTY

The Contracting party commit itself to:

- insure with this policy all the customers that will buy a travel organized by themselves;
- deliver at all Insured parties, in print and before the signing of the agreement, the Terms of Insurance relating to this policy and its glossary;
- publish in catalogs the synthesis of the insurance coverage provided by this policy.

HOW TO REQUEST ASSISTANCE

Assistance

In case of an accident please contact the alarm center of the company IMMEDIATELY, which operates 24 hours a day seven days a week, at the following toll-free number from Italy:

800 279745

- If you call from a foreign country you can contact the alarm center by calling the **number +39 039 6554 6646**
- Please communicate the following information:
- Name and Surname
- Number of Policy **6001003537/J**
- Reason for the Communication
- Telephone number and/or address where you can be contacted..

WHAT TO DO IN CASE OF AN ACCIDENT

Other Guarantees

All accidents must be reported as follows:

- **by internet** (on the web site www.filodiretto.it under the section "On-Line Report") in compliance with the instructions provided.
- **by telephone calling number +39. 039.65546644**

Correspondence and documents must be sent to:

Filo diretto Assicurazioni S.p.A.
Ufficio Sinistri
Via Paracelso, 14 – Centro Colleoni
20864 AGRATE BRIANZA (MB)

Based on the general provisions and the provisions applying to each single insurance service, damages must be notified in detail and, in order to speed up the payment, the report of the accident must be attached to the following documents that are required for each single insurance service::

IN CASE OF ASSISTANCE TO THE PERSON

- Medical certificate issued by the emergency room of the place where the accident occurred reporting the illness, prescriptions, prognosis and medical diagnostic; the certificate must report the kind and seriousness of the illness and/or of the accident that occurred;

IN CASE OF MEDICAL EXPENSES

- Medical certificate issued by the emergency room of the place where the accident occurred reporting the illness, prescriptions, prognosis and medical diagnostic; the certificate must report the kind and seriousness of the illness and/or of the accident that occurred;
- In case of hospitalization, a complete copy of the medical record;
- Medical prescription and original invoices, receipts and bills for the medical expenses incurred;
- Medical prescription for any purchase of medicines, with the original receipts of purchased medicines.

IN CASE OF STOLEN OR DAMAGED LUGGAGE

- Plane ticket (with luggage tag);
- Report stamped by the police of the place where the event occurred, indicating the circumstances of the accident and the list of stolen items, their value and the date of purchase;
- Claim submitted to the carrier or to the hotel owner, if responsible;
- Written claim submitted to the carrier reporting the request of reimbursement and written reply;
- Invoices, bills of purchased or lost goods (otherwise, list, date and place of purchase and value thereof);
- Documents supporting the expenses incurred for having new identity cards issued, if any;
- Invoices for the repair or the declaration of impossible repair of damaged goods reported on the official paper of a car dealership or of an expert in the industry.
- In case of non-return of and/or damages to the whole luggage or part of it as returned by the carrier, the P.I.R. (property irregularity report) issued by the airport office

Please note:

- The invoices for repairs and the bills for any expense incurred due to the accident must always be sent to the company in original
- The company is entitled to request further documents in order to evaluate the reported accident properly.

Non-submission of the above-mentioned documents, pertaining to any of these cases, may reduce or cancel reimbursement.

- Any variation in the risk occurring after subscription of the policy must be notified to the company.

Please remember that the right to reimbursement elapses two years after the last written request concerning the accident that has been sent to the company. (pursuant to article 2952 of the Italian Civil Code).

IMPORTANT!

In any case of an accident, the insured party must notify the company of all the required documents and the references of his/her bank account for payment of reimbursement of indemnity (number of bank account, bank, address, number of branch, ABI, CAB and CIN codes).

For any claim, please contact:

Filo diretto Assicurazioni S.p.A.
Ufficio Reclami
Centro Direzionale Colleoni
Via Paracelso, 14
20864 Agrate Brianza – MB - fax 039/6892199 - reclami@filodiretto.it

In case of non-reply, please contact:

ISVAP – Servizio Tutela degli Utenti
Via del Quirinale, 21
00187 ROMA (RM)

DISCLAIMER PURSUANT TO ARTICLE 13 OF LEGISLATIVE DECREE NO. 196/2003

In compliance with what is set forth in article 13 of Legislative Decree no. 196/2003 as amended (hereinafter referred to as "Code of Privacy"), Filo diretto Assicurazioni S.p.A. (hereinafter referred to as the "Company") intends to provide the following disclaimer.

With reference to the Customer's personal information that will be dealt with, the Company intends to point out that:

- Personal information will be dealt properly, lawfully and clearly in order to protect the Customer's confidentiality and rights;
- Personal information may report information strictly connected with this policy, included in "confidential information" under articles 4, 1st paragraph, d) and 26 of the Code of Privacy.

1) Purposes of handling

Any personal information provided by the Customer, or anyway notified to Filo diretto Assicurazioni S.p.A. by any third party, which may also pertain to confidential information under articles 4, 1st paragraph, d) and 26 of the Code of Privacy, is handled by the company and/or its agents for the following purposes:

- Execution, management, stipulation, fulfillment of contractual obligations in order to provide assistance as required and relevant services, such as payment of damages, pertaining to the insurance business as authorized by the law;
- Execution of its obligations, in compliance with legal provisions, regulations, orders issued by supervisory institutions and authorities;
- Performance of business activities aimed at the promotion of insurance services and products that may be offered by the company or by companies held by Gruppo Filo diretto, as well for the distribution of advertising material.

2) Procedures Applicable to Management

Personal information will be managed while applying the provisions under the Code of Privacy, also through IT tools, including – but not limited to - collection, recording, organization, filing, processing, selection, comparison, use, interconnection, consultation, communication, cancellation, destruction, block of the data, in compliance with the principles of protection and security, accessibility, confidentiality and completeness.

That same information will be managed pursuant to legal provisions, within legal limits and procedures.

Personal information is managed directly by the holder's staff and by other third parties that are not included in such staff, but that are included in the supply chain of the insurance industry, or that are appointed as agents/managers of the company and/or as individuals strictly connected with the functioning of the company and/or to the execution of activities under the policy as required by the Customer (in addition to provisions under paragraph 4).

Personal information may not be disclosed, but may be transferred abroad worldwide

3) Notification of Personal Information

a) The notification of the customer's personal information (including confidential information) is required for the taking out and management of the policy, as well as for a better execution of contractual services, for fulfillment of the obligations that are strictly connected with such services, for management of accidents and payment of damages.

b) The notification of such information may be provided by law, regulations or EU provisions.

Should the customer expressly deny handling of his/her personal information by the company as per paragraphs a) and b), the policy will not be executed and no contractual service will be rendered.

- c) The notification of personal information to the company for promotional or information purposes is optional and any relevant denial cannot influence the effectiveness of the policy.

4) Individuals or Categories of Individuals who are entitled to receive personal information

Personal information, for the purposes under paragraph 1 a) and for similar purposes, may be communicated in Italy and abroad to the company or to companies held by Gruppo Filo diretto, to individuals that are not included in the supply chain of the company, but that carry out activities connected with the management of the policy; among these individuals are correspondents, health institutions, doctors and paramedics, reliable staff, as well as other individuals operating in the insurance industry, such as insurers, co-insurers, reinsurers, agents, subagents, brokers, agency producers, insurance brokers and other institutions providing insurance policies, such as banks, real estate agencies, attorneys, experts and car-repair garages, companies providing the management and payment of services, business consultants, consultants, firms, insurance associations, institutions managing data and services, factoring and credit collecting companies, institutions providing IT data and payments processing and management, companies providing services of press, transmission, transport and distribution of communication to customers, filing documents and companies specialized in data entry services, supplying IT services, accounting and administrative management services, though the individuals appointed by the company.

That same information may be notified for the purposes under paragraph 1 b) to those individuals whose notification is required by the law, within legal limits and purposes, such as public institutions and supervisors, public and private individuals charged with publicity in compliance with current legal provisions, insurance associations such as – but not limited to - Ania, ISVAP, Ministry of Industry, Trade and Commerce, CONSAP, UCI, Watchdog Commission for retirement funds, Ministry of Labor and National Insurance or other databases requiring such information (i.e. Italian Central Office for Accident Management, Traffic and Transport Control Authority).

The data may then be notified for the purposes under paragraph 1 c) to companies held by Gruppo Filo diretto (parent companies, controlled and associated companies, even indirectly, pursuant to the current legal provisions), as well as to any other individual as appointed by Gruppo Filo diretto.

5) Right of the Involved Party in regards to Personal data handling (Article 7 of the Code of Privacy)

Pursuant to article 7 of the Code of Privacy the customer is conferred special rights, including the one entitling him/her to know at anytime which personal data are managed by the company or by third parties, to whom these data are notified or who may become acquainted with the data as managers or appointed parties, as well as what is the current purpose or which said data is used; the customer is entitled to have this data updated, amended, corrected or cancelled, require its block or prevent its handling for legal, promotional or advertising purposes.

In order to exercise his/her rights, the customer can directly contact Filo diretto Assicurazioni S.p.A., through its headquarters in Via Paracelso 14 – 20864 Agrate Brianza (MB).

6) Liability for the Management of Personal data

Filo diretto Assicurazioni S.p.A., with headquarters in Via Paracelso 14 – 20864 Agrate Brianza (MB) through its legal proxy, and any company held by Gruppo Filo diretto will be directly responsible for the automatic handling of such personal data..