

INSURANCE CONDITIONS MOD. TAD232/2 ED. 05.09.2016

Travel Cancellation – Assistance – Medical Expense Reimbursement – Luggage and personal effects

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

DISCLOSURE MADE TO THE CONSUMER BEFORE STIPULATING THE CONTRACT AT A DISTANCE

Dear Client,

The insurance contract you are purchasing is defined, in accordance with Italian Legislative Decree no. 206/05, as a *remote contract*, i.e. a "contract stipulated between a Consumer and the supplier Europ Assistance Italia S.p.A. using one or more remote communication techniques until stipulation of the contract, including the stipulation of the contract itself".

In accordance with Art. 67-querter of Italian Legislative Decree no. 206/05 of the Consumer Code, please note that:

- A "Consumer" is any natural person acting for purposes that do not come under the scope of his/her business or professional activities.

- Europ Assistance Italia S.p.A. is a company authorised to provide insurance under Ministerial Decree of 02 June 1993 (Official Journal no. 152 of 01 July 1993), with registered office in Italy at Piazza Trento 8, 20135 Milan – registered in section I of the Official Roll of Insurance and Reinsurance Businesses under no. 1.00108 – Company belonging to the Generali Group, registered with the Official Roll of Insurance Groups under no. 26 – Company subject to the management and coordination of Assicurazioni Generali S.p.A.

- The insurance contract offered is regulated by the Insurance Conditions attached as Form TAD 232/2. If said conditions meet your expectations, the premium to be paid in order to stipulate the contract is that stated in the Insurance Conditions under the Article entitled "PREMIUM".

- Remote sales automatically assign the right to withdraw within 14 days of stipulation of the contract; this is without prejudice to the right of Europ Assistance Italia S.p.A. to withhold the amount due for the premium corresponding to the period for which the contract was in force.

- In accordance with Art. 67-duodecies, paragraph 5b, withdrawal does not apply to travel and luggage insurance policies, or similar such short-term insurance policies lasting for less than one month.

- The right to withdraw can be exercised by registered mail with return receipt requested to be sent to the Contracting Party **GRIMALDI GROUP S.p.A.** to the addresses specified in the Policy and c.c. Europ Assistance Italia S.p.A. – Servizio Clienti – Piazza Trento 8, 20135 Milan, Italy.

- Any complaints concerning insurance cover or claim management must be submitted in writing to Europ Assistance Italia S.p.A. – Ufficio Reclami – Piazza Trento, 8 – 20135 Milan, Italy – fax no. 02.58.47.71.28 – e-mail: ufficio.reclami@europassistance.it

Should the complainant not be satisfied with the outcome of the complaint, or in the event that no response is received within forty-five days, he/she may contact the IVASS (Istituto per la Vigilanza sulle Assicurazioni – Insurance Supervisory Institute) – Servizio Tutela degli Utenti (User Protection Service), Via del Quirinale 21, 00187 Rome, Italy, fax no. 06.42.133.745 or 06.42.133.353, accompanying the complaint with all documentation relating to the claim processed by the Company. As concerns disputes relating to the quantification of provisions and the assignment of liability, please remember that the legal authority has exclusive jurisdiction to rule on these, as well as the faculty to use conciliation systems, where such exist.

Information on the processing of personal data for insurance purposes (in accordance with art. 13 of Legislative Decree no. 196/2003 - Privacy Code)

This is to inform you that our company, as Personal Data Processing Controller, intends to acquire or has already acquired your Personal Data (including sensitive and judicial data if indispensable) for the purposes of providing the insurance services requested or envisaged in your favour (**insurance purposes**), including for the fulfilment of related legislative obligations and to prevent any insurance fraud.¹

The data strictly required for the aforesaid purposes, as supplied by yourself or acquired from third parties, shall be processed in Italy or abroad through appropriate means and procedures, electronic or otherwise, by our employees, associates and other internal and external parties, designated Data Processors and/or Persons in charge of Data Processing, or in any case operating as independent Data Controllers who provide technical, organizational and operational services to use.²

As part of the provided insurance services, your data may also be disclosed, if necessary, to private and public entities related to the specific insurance relationship or to the insurance and reinsurance sector operating in Italy or abroad.³

Your data shall not be disclosed to the general public. Without your data – some of which are required by law – we will be unable to provide some or all of our services.

You have the right to be informed of which of your personal data are in our possession and, if certain conditions exist, may exercise rights concerning the use of your data (rectification, updating, cancellation) by contacting the Data Processor in accordance with Article 7:

Europ Assistance Italia S.p.A.
Ufficio Protezione Dati, Piazza Trento, 8 – 20135 Milan
UfficioProtezioneDati@europassistance.it

On the Company's website you will find an updated list of Data Processors and the categories of individuals and entities to which the data may be disclosed, as well as the Company's privacy policy.

GENERAL DEFINITIONS

Insured Party: the subject whose interests are protected by the Insurance.

Contracting Party: **GRIMALDI GROUP S.p.A.** with registered office at Via Marchese Campodisola, 13, Naples, Italy - Tax Code/VAT no. 00117240820.

Europ Assistance: the insurance company and, therefore, Europ Assistance Italia S.p.A. - Company authorised to provide insurance by Decree no. 19569 issued by the Ministry for Industry, Trade and Crafts on 02 June 1993 (Official Journal no. 152 of 1 July 1993) - registered in section I of the Official Roll of Insurance and Reinsurance Businesses under no. 1.00108 - Company belonging to the Generali Group, registered with the Official Roll of Insurance Groups - Company subject to the management and coordination of Assicurazioni Generali S.p.A.

Guarantee: the insurance, other than assistance insurance, for which, in the event of a claim, Europ Assistance recognised indemnity.

Indemnity: the amount paid by Europ Assistance in the event of a claim.

Maximum Cover/Amount Insured: the maximum payout established by Europ Assistance in the event of a claim.

Policy: the document proving the insurance.

Premium: the amount due to Europ Assistance.

Excess: the part of the amount of the damages, expressed as a percentage, which remains at the expense of the Insured Party, with a minimum charge that is expressed as an absolute value.

Claim: the damaging event for which the insurance guarantee is given.

Organisational Structure: the structure of Europ Assistance Service S.p.A. - P.zza Trento, 8 - 20135 Milan, Italy, comprising managers, staff (doctors, technicians, operators), equipment and devices (centralised and otherwise), operative 24 hours a day, 365 days a year or within alternative limits as may be established by contract, which, by virtue of a specific agreement stipulated with Europ Assistance Italia S.p.A., establishes telephone contact with the Insured Party and deals with the organisation and delivery of the assistance provided for in the Policy, at the cost of Europe Assistance Italia S.p.A.

SPECIAL RULES GOVERNING THE INSURANCE IN GENERAL

Art.1. DECLARATIONS RELATING TO RISK CIRCUMSTANCES

Inaccurate statements or reticence on the part of the Insured Party in reporting circumstances affecting the risk assessment may entail the complete or partial loss of the right to insurance guarantees and termination of the insurance in accordance with Articles 1892, 1893 and 1894 of the Italian Civil Code.

Art.2. OTHER INSURANCE

In accordance with the provisions of art. 1910 of the Italian Civil Code **any Insured Party enjoying Provisions/Guarantees similar to those of this policy**, by virtue of contracts stipulated with another insurance company, **must in any case notify each insurance company of the claim and, specifically, Europ Assistance Italia S.p.A.**

Art.3. LAW GOVERNING THE POLICY AND JURISDICTION

The Policy is governed by Italian law. For all aspects not specifically regulated herein and with reference to the jurisdiction and/or competence of the appointed court, the provisions of Italian law apply.

Art.4. CONTRACT FORM

The form of the contract is in writing; all changes or variations thereto must take the same form and must be signed by the parties.

Art.5. TIME LIMITS

All rights with regards to Europ Assistance shall expire within two years of the date of the claim that gave rise

¹ Preparation and execution of insurance contracts; premium collection; claim settlement or payment of other benefits; reinsurance; co-insurance; prevention and detection of insurance frauds and related legal actions; establishment, exercise and defence of insurer's rights; performance of specific legal or contractual obligations; administrative/accounting management; statistical activities.

² These individuals and entities are part of the "insurance chain" (agents, sub-agents and other agency associates, producers, insurance brokers, banks, investment management companies and other acquisition channels; insurers, co-insurers and re-insurers, pension funds, actuaries, trusted lawyers and physicians, technical consultants, surveyors, auto servicing garages, vehicle demolition centres, healthcare facilities, claim settlement companies and other contract service providers), Generali Group companies and other companies providing contract management and other services, IT, web-based, financial, administrative, filing, correspondence, auditing and accounting certification services, as well as companies specialized in market and service quality surveys.

³ Contracting Parties, insured parties, participants in pension and healthcare funds, distrainers, lien holders, insurers, co-insurers, re-insurers and associations/consortia (e.g.: ANIA) if the disclosure of data to these entities is essential to provide the aforesaid services and to protect the rights of the insurance industry, institutional bodies and public entities to which the data must be disclosed under regulatory requirements.

to the right to the Provision/Guarantee in compliance with the provisions of Art. 2952 of the Italian Civil Code.

Art.6. PAYMENT CURRENCY

Indemnities and reimbursements are paid in Italy, in euro. If expenses are incurred in non-European Union Member States or in EU Member States that have not adopted the euro as their currency, the reimbursement will be calculated at the exchange rate recorded by the European Central Bank on the date on which the Insured Party incurred the expenses.

Art.7. PREMIUM

The premium per one-way trip per Insured Party amounts to **Euro 3,25 including Euro 0.47 taxes** broken down by Line as follows:

L (16) Pecuniary Losses: **Euro 2.28 including Euro 0.40 taxes**

R (18) Assistance: **Euro 0.49 including Euro 0.04 taxes**

R (2) Illness: **Euro 0.33 including Euro 0.01 taxes**

L(7) Transported Goods: **Euro 0.15 including Euro 0.02 taxes**

Art.8. TAX CHARGES

Tax charges connected with the Policy are paid by the Insured Party.

Art.9. WORSENING OF THE RISK

The Insured Party must provide Europ Assistance of written information on any worsening of the risk. **Any worsening of risk not known to or accepted by Europ Assistance may entail the complete or partial loss of the right to provisions/indemnity and termination of the insurance, in accordance with art. 1898 of the Italian Civil Code.**

Once it has become aware of the aggravating circumstances, Europ Assistance also has the right to receive the difference in premium corresponding to the greater risk as from the time at which said aggravating circumstances arose.

Art.10. REDUCTION OF THE RISK

If the risk should reduce, Europ Assistance must reduce the premium or premium instalment after communication of the Insured Party in accordance with art. 1897 of the Italian Civil Code and waive the related right to withdraw.

Art.11. PERSONAL DATA PROTECTION

The Insured Party undertakes to inform all parties whose personal data may be processed by Europ Assistance Italia S.p.A., in compliance with the provisions of the insurance contract, of the contents of the above information on data processing for insurance purposes (pursuant to art. 13 of Italian Legislative Decree 196/2003 - Privacy Code) and to acquire consent from them to the processing of their data by Europ Assistance Italia S.p.A.

SECTION I - TRAVEL CANCELLATION INSURANCE

SPECIAL SECTION DEFINITIONS

Travel companion: the insured person with the same policy and registered for travel together with and at the same time as the Insured Party.

Family Members: the spouse, live-in companion more uxorio, de facto live-in companions in accordance with the law, civil union partners, children, parents, siblings, sons/daughters-in-law, grandparents, grandchildren, nieces, nephews, parents-in-law and all others living with the insured party as long as such is proven by a valid personal data certificate.

Injury: the event caused by pure bad, external luck resulting directly in physical injury that can objectively be noted and with the consequence of death, permanent invalidity or temporary incapacity.

Illness: a change in health not caused by an injury.

Chronic Illness: illness that is pre-existing as at the stipulation of the Policy and which has, in the last 12 months, involved diagnostic investigations, hospital stays or treatment/therapy.

Sudden illness: an illness of acute onset of which the Insured Party was not aware and which in any case has not been a manifestation, even if sudden, of a previous condition known to the Insured Party.

Pre-existing illness: illness that is the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the guarantee began.

Penalty: the amount charged to the Client withdrawing from the travel/rental contract prior to departure.

The following penalties apply to the total cost of the ticket, including passengers and any vehicles and miscellaneous travelling with them:

- 10% plus fixed fee up to 30 calendar days prior to departure;
- 30% plus fixed fee from 29 to 7 calendar days prior to departure;
- 50% plus fixed fee from 6 to 2 calendar days prior to departure;

- 100% plus fixed fee from the day before and/or failure to arrive for boarding;

- 100% plus fixed fee, proceedings to which two changes have already been made to departure date.

Residence: the place in which the natural person generally lives, as resulting from the personal data certificate.

Hospitalization: a stay in a Healthcare Institute involving at least one night.

Trip: the trip portion that starts when the Insured Party starts boarding and ends when the Insured Party debarks.

SPECIAL SECTION CONDITIONS

Art.12. INSURED PARTIES

The following are insured:

- > the natural person who is a passenger of a Grimaldi Lines ship, as shown by the issued travel tickets.

Art.13. SUBJECT OF THE INSURANCE

If the Insured Party should need to cancel or alter the trip booked, for reasons or events that can **objectively be documented and could not be foreseen at the time of confirming travel**, affecting:

- the Policyholder directly and/or his/her family members;
- the shareholder/joint-owner of the associated firm/business directly;

Europ Assistance will reimburse the penalty, applied contractually by the Tourist Operator:

- to the Policyholder and, as long as they are insured and registered in the same travel file:

- to live-in family members;

- to one travel companion.

If several insured parties are registered to travel together at the same time, for lack of any other persons of the same family nucleus living with the Insured Party, the latter shall specify a single person as his/her "Travel Companion".

Maximum cover

The penalty charged to the Insured Party by the Contracting Party is reimbursed in full, including the costs for managing the proceedings, **up to the maximum cover specified under the section "Determination of maximum cover"**.

Art.14. EXCLUSIONS

The guarantee excludes cases of renunciation caused by:

a. misconduct of the Insured Party or serious negligence;

b. theft, robbery, loss of identification and/or travel documents;

c. mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;

d. state of pregnancy or consequent pathological situations in cases where conception was prior to the date on which travel was booked;

e. injury, illness or death occurring prior to confirmation of travel;

f. illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the travel was confirmed;

g. consequences and/or complications of injuries that took place prior to confirming the travel;

h. situations of armed conflict, invasion, acts by foreign enemies, hostilities, war, strikes, uprisings, popular tumult, acts of terrorism, earthquakes, volcanic eruptions, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;

i. bankruptcy of the Carrier;

j. epidemics classed as pandemics, of such a severity and virulence as to entail a high level of mortality or to require restrictive measures in order to reduce the risk of transmission to the civil population, quarantine;

k. deposits and/or advances that are not justified by penalty tax documents;

l. failure by the Insured Party to send the communication (pursuant to the section OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM) before the travel/stay start date, except for cases of cancellation caused by death or hospitalisation of at least 24 consecutive hours (excluding day hospital and accident & emergency) of a family member.

Art.15. OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

In the event of a change and/or forced renunciation of travel or rental, the Insured Party must:

- inform the shipping company of the formal renunciation of travel;

- within five calendar days of the onset of the cause of the renunciation and in any case before the travel start date, make a declaration - by accessing the portal <https://sinistrionline.europassistance.it> and following the instructions (or accessing the website www.europassistance.it, claims section, directly) or

must send a fax to 02.58.47.70.19, with a written declaration addressed to: Ufficio Liquidazione Sinistri (Annullamento Viaggio) (Claims Liquidation Office (Travel Cancellation)) - Europ Assistance Italia S.p.A. - Piazza Trento, 8 - 20135 Milan, specifying:

- first name, last name, address, telephone number, tax code;

- Europ Assistance Agreement Acceptance Form number;

- the reason for the cancellation or change;

- place at which the Insured Party or persons causing the cancellation (family member, joint-owner of the associated firm/business) can be contacted;

If the renunciation and/or change to travel or rental is caused by illness and/or injury, the declaration must also specify:

- the type of pathology;

- the pathology start and end.

Within 15 days of the above declaration, the Insured Party must also provide Europ Assistance Italia S.p.A. with the following documents:

- copy of the Europ Assistance Agreement Acceptance Form;

- original documentation able to provide objective proof of the cause of renunciation/change;

- documentation showing the connection between the Insured Party and any party causing the renunciation;

- in the event of illness or injury, medical certificate stating the date of the injury or onset of the illness, the specific diagnosis and days' prognosis;

- in the event of hospitalisation, a true copy of the original medical record;

- in the event of death, the death certificate;

- receipts (deposit, balance, penalty) of payment of the travel or rental;

- statement of booking confirmation issued by the shipping company;

- invoice relating to the penalty charged.

Europ Assistance has the right to gain possession of travel and/or lease documents not used by the Insured Party.

Breach of the obligations relating to the declaration of the Claim may result in the loss of a right to Indemnity, in accordance with Art. 1915 of the Italian Civil Code.

Art.16. CRITERIA FOR LIQUIDATION OF THE DAMAGES

Europ Assistance reimburses the cancellation penalty:

1. in the event of a change and/or forced renunciation of travel caused by hospitalisation (excluding day hospital and accident & emergency) or death; the penalty will be reimbursed without applying any excess;

2. in the event of renunciation not caused by hospitalisation or death, the penalty will be refunded without applying any excess.

It is agreed that the calculation of the reimbursement will be equivalent to the percentages existing as at the date on which the event took place (Art. 1914 of the Italian Civil Code). Therefore, if the Insured Party should cancel the trip after the event, any greater penalty will be at his/her expense.

Art.17. PROFESSIONAL SECRECY

The Insured Party releases any doctors, who may be appointed to examine the claim and who examined him before or after the claim, from constraints to professional secrecy with regards to Europ Assistance.

Art.18. EFFECTIVE DATE AND DURATION OF COVER

The insurance for the Insured Party runs from midnight on the date on which the travel is booked/the policy is purchased, until the start of the first portion of the trip.

Art.19. DETERMINATION OF MAXIMUM COVER

Europ Assistance shall reimburse the entire amount of the penalty charged to the Insured Party by the Contracting Party up to the cost of the travel booked, which in any case **may not exceed Euro 1,000.00 per Insured Party and per trip portion.**

SECTION II - ASSISTANCE INSURANCE

SPECIAL SECTION DEFINITIONS

Injury: the event caused by pure bad, external luck resulting directly in physical injury that can objectively be noted and with the consequence of death, permanent invalidity or temporary incapacity.

Healthcare Institute: the public hospital, clinic or care home, whether in an agreement with the National Health Service or private, duly authorised to provide hospital assistance. **Thermal baths are excluded, along with**

convalescence and residential homes, dietary and beauty clinics.

Illness: a change in health not caused by an injury.

Sudden Illness: an illness of acute onset of which the Insured Party was not aware and which in any case has not been a manifestation, even if sudden, of a previous condition known to the Insured Party.

Pre-Existing Illness: illness that is the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the guarantee began.

Travel/Trip: the trip portion that starts when the Insured Party starts boarding and ends when the Insured Party debarks, as well as transfers made on the day of departure and the day of arrival for each trip portion.

SPECIAL SECTION CONDITIONS

Art.20. INSURED PARTIES

The following are insured:

- the natural person who is a passenger of a Grimaldi Lines ship, as shown by the issued travel tickets.

Art.21. INSURANCE SCOPE AND COVERAGE

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

Services

1. MEDICAL CONSULTATION

If, in the event of illness and/or injury, the Insured Party should require an assessment of his health, he may contact the doctors of the Organisational Structure and request a telephone consultation.

It is specified that considering the methods by which the service is provided, this consultation shall not be considered as a diagnosis and shall be provided on the basis of the information acquired from the Insured Party.

2. SENDING OF A DOCTOR OR AMBULANCE IN ITALY

If, following a Medical Consultation, it should become evident that the travelling Insured Party needs to have a medical examination, the Organisational Structure will send an authorised Europ Assistance doctor to the place of the event, at the expense of Europ Assistance. If it should be impossible for an authorised doctor to intervene personally, the Organisational Structure will organise the transfer of the Insured Party by ambulance, to the nearest suitable medical centre.

The service will be provided from 8 pm to 8 am, Monday to Friday and 24 hours a day on Saturdays, Sundays and public holidays.

3. INDICATION OF A SPECIALISED DOCTOR ABROAD

If, following a Medical Consultation, it should become evident that the travelling Insured Party needs to undergo a specialist medical examination, the Organisational Structure will, according to local availability, provide the name of a specialised doctor in the place nearest to the location of the Insured Party.

4. RETURN FOR HEALTH REASONS

If, following an injury or sudden illness, the travelling Insured Party should be judged by the doctors of the Organisational Structure and in accordance with the local doctor, to need transportation to an equipped Healthcare Institute, the Organisational Structure will organise the return using the method and time frame considered most appropriate by the doctors of the Organisational Structure, after their having consulted with the local doctor, at the expense of Europ Assistance.

These means may be:

- an air ambulance
- economy class airline, if necessary with a stretcher seat;
- first class train, with sleeper if necessary;
- ambulance (without distance limits).

The Organisational Structure will only use the air ambulance for Insured Parties resident in Italy and for whom the claim occurs in a European country or country of the Mediterranean basin.

The transport will be entirely arranged by the Organisational Structure, including medical or nursing care during transport, if the doctors of the Organisational Structure should deem it necessary.

Europ Assistance shall have the right to request any travel tickets not used for the return of the Insured Party.

If the Insured Party should require transport to the closest equipped place for Accident and Emergency Care or Healthcare Institute, or transfer to a Healthcare Institute able to treat the pathology, as he is hospitalised at a local structure that is inadequate to treat the pathology, the Organisational Structure will arrange the transfer, in the way and within the time considered most appropriate by the

doctors of the Organisational Structure, after consulting with the local doctor.

In this case, Europ Assistance will pay for the related costs up to a **maximum of Euro 7,500.00.**

In the event of the death of the Insured Party, the Organisational Structure will arrange and provide for transport of the body to the place of burial in the country of residence.

Europ Assistance will pay for the **transport expenses of the body up to a maximum of Euro 5,000.00 per Insured Party**; if this provision should entail a greater outlay, Europ Assistance will intervene immediately after having received suitable guarantees in Italy, with respect to payment of the extra amount.

Exclusions:

The following are excluded from cover:

- **diseases or lesions that, according to Organisational Structure doctors, can be treated locally or do not prevent the Insured Party from continuing his trip;**
- **infectious diseases, if transport involves a violation of national or international medical rules;**
- **expenses relating to the funeral ceremony or involved in searching for people and/or recovering the body;**
- **all cases in which the Insured Party or his family members voluntarily agree to discharge, against the opinion of the doctors of the facility at which the Insured Party is hospitalised.**

5. RETURN WITH AN INSURED FAMILY MEMBER

If, in organising the provision of a "Return for health reasons", the Organisational Structure doctors should not consider that the Insured Party requires any healthcare during travel, and an insured family member should wish to accompany him to the place of hospitalisation or residence, the Organisational Structure will also arrange for the family member to return, using the same means as the Insured Party. Europ Assistance shall have the right to request any travel tickets not used for the return of the insured family member.

Exclusions:

The family member's room and board expenses are excluded from coverage.

6. RETURN OF OTHER INSURED PARTIES

If, following a "Return for health reasons", the insured persons travelling with the Insured Party should objectively be unable to return to their place of residence with the means initially envisaged and/or used, the Organisational Structure will provide them with a first class rail ticket or an economy class air ticket. Europ Assistance shall have the right to request any travel tickets not used for their return.

Limit of liability:

All costs for the tickets will be paid by Europ Assistance **up to a maximum of Euro 200.00 per insured person.**

7. TRAVEL OF A FAMILY MEMBER

If the Insured Party should be hospitalised in a Healthcare Institute for more than 7 days, the Organisational Structure will provide a return first class rail ticket or economy class air ticket to enable a co-habiting family member to reach the hospitalised person, at the expense of Europ Assistance.

Exclusions:

The family member's room and board expenses are excluded from coverage

8. ACCOMPANIMENT OF CHILDREN

If, following an injury, illness or case of force majeure, the Insured Party travelling should find himself unable to look after insured children under the age of 15 travelling with him, the Organisational Structure will arrange for a return first class rail ticket or economy class air ticket, at the expense of Europ Assistance, to enable a family member to join the children, take care of them and take them back to their residence.

Exclusions:

The accompanying family member's room and board expenses are excluded from coverage.

9. RETURN OF THE CONVALESCENT INSURED PARTY

If, due to hospitalisation in a Healthcare Institute, the Insured Party should be unable to return to his place of residence with the means initially envisaged, the Organisational Structure will provide him with a first class rail ticket or economy class air ticket, at the expense of Europ Assistance.

10. EXTENSION OF THE STAY

If the health of the Insured Party, as certified by a written medical prescription, should prevent him from making the return journey back to the place of residence on the scheduled date, the Organisational Structure will book a hotel.

Europ Assistance will pay for the hotel costs (room and breakfast) **for up to 3 days after the scheduled return date and up to a maximum of Euro 40.00 per day per ill or injured Insured Party.**

Exclusions:

The service excludes hotel expenses other than room and breakfast.

11. INFORMATION AND REPORT OF CORRESPONDING MEDICINAL PRODUCTS ABROAD (only valid for Insured Parties resident in Italy)

If the Insured Party who finds himself abroad and ill and/or injured should require information on medicinal products duly registered in Italy, the Organisational Structure will inform him of the corresponding medicinal products, if such exist, available locally.

12. INTERPRETER AVAILABLE ABROAD

If the Insured Party abroad should be hospitalised in a Healthcare Institute and have difficulty communicating with the doctors because he does not speak the local language, the Organisational Structure will send an interpreter there.

The costs of the interpreter will be paid by Europ Assistance **for up to 8 working hours.**

13. ADVANCE OF EMERGENCY EXPENSES (only valid for Insured Parties resident in Italy)

If the Insured Party should have to incur unforeseen expenses and be unable to do so directly and immediately as a result of: injury, illness, theft, robbery, bag snatching or failure to deliver luggage, the Organisational Structure will pay the local invoices, advancing the expenses on behalf of the Insured Party, **up to a total general limit of Euro 5,000.00.**

If the invoices should exceed the total amount of Euro 150.00, **the provision will take effect from when Europ Assistance has received suitable guarantees of repayment in Italy.**

Exclusions:

The following are excluded from the service:

- **transfers of currency abroad entailing a breach of current provisions in Italy or in the country in which the Insured Party is located;**
- **cases where the Insured Party is unable to provide Europ Assistance with suitable guarantees of repayment in Italy;**
- **claims occurring in countries in which there are no branches or representatives of Europ Assistance.**

Insured Party's obligations:

The Insured Party must declare the reason for the request, the amount required, contact details and indications of references that enable Europ Assistance to verify the terms of the guarantee of repayment of the amount advanced. The Insured Party must repay the amount advanced within one month of the date the advance is made; failure to do so shall result in the charging of interest on the outstanding amount, at the current legal rate.

14. EARLY RETURN

If the travelling Insured Party should need to return to the place of residence prior to the date scheduled and using a different means to that initially envisaged, as a result of the death, as per the date given on the death certificate issued by the registrar, or hospitalisation for life-threatening illness or injury of one of the following family members: spouse/co-habiting partner more uxorio, son, daughter, brother, sister, parent, parent-in-law, son-in-law, daughter-in-law, the Organisational Structure will, at the expense of Europ Assistance, provide a first class rail ticket or economy class air ticket, to enable him/her to reach the place of burial or hospitalisation.

If the Insured Party is travelling with a child, as long as an Insured Party, the Organisational Structure will arrange for both to be returned. If the Insured Party should be in a position where it is impossible to use his own vehicle to return early, the Organisational Structure will make an additional ticket available to enable him to recover the vehicle at a later date.

Exclusions:

The following are excluded from the service:

- **cases where the Insured Party cannot provide the Organisational Structure with suitable information on the reason for the early return request.**

Insured Party's obligations:

The Insured Party must provide original documentation proving the cause of the return within 15 days of the claim.

15. ADVANCE OF CRIMINAL BAIL ABROAD (only valid for Insured Parties resident in Italy)

If the Insured Party should be arrested or threatened with arrest and should therefore be required to pay bail to the foreign authorities in order to be released, and should be unable to do so directly and immediately, the Organisational Structure will pay said bail locally, by way of advance on behalf of the Insured Party. Europ Assistance will advance payment of bail up to the maximum amount of Euro 15,000.00.

Europ Assistance **will advance payment of bail up to the maximum amount of Euro 15,000.00.** The amount of the bail paid by Europ Assistance by way of advance **shall not in any case exceed the amount of Euro 15,000.00.** The

service will be provided when Europ Assistance has received suitable bank guarantee in Italy.

Exclusions:

The following are excluded from the service:

- transfers of currency abroad entailing a breach of current provisions in Italy or in the country in which the Insured Party is located;
- cases where the Insured Party is unable to provide Europ Assistance with suitable guarantees of repayment in Italy;
- claims occurring in countries in which there are no branches or representatives of Europ Assistance.

Insured Party's obligations:

The Insured Party must declare the reason for the request, the amount required, contact details and indications of references that enable Europ Assistance to verify the terms of the guarantee of repayment of the amount advanced. The Insured Party must repay the amount advanced within one month of the date the advance is made; failure to do so shall result in the charging of interest on the outstanding amount, at the current legal rate.

16. INDICATION OF A LAWYER ABROAD

If the Insured Party should be arrested or threatened with arrest and require legal assistance, the Organisational Structure will provide the name of a lawyer as near as possible to the place in which the Insured Party is located, according to local availability.

Exclusions:

The following are excluded from the service: all costs deriving from the intervention of the lawyer will be paid by the Insured Party. The service does not apply to countries in which there are no branches or representatives of Europ Assistance.

17. SENDING OF URGENT MESSAGES

If the Insured Party, in the event of illness and/or injury, should be unable to send urgent messages to people residing in Italy, the Organisational Structure will arrange for the notification of the message to the addressee. The Organisational Structure is not responsible for the messages sent.

Art.22. TERRITORIAL SCOPE OF COVERAGE

This means the countries in which the claim took place and in which the services are supplied; specifically: Italy, the Vatican City State and the Republic of San Marino, the other European countries and countries of the Mediterranean Basin:

Art.23. EXCLUSIONS

Cover is excluded for claims caused by or resulting from:

- a) automotive, motorcycle or motor boat races and related tests and training;
- b) flooding, deluge, earth movements, volcanic eruptions, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
- c) wars, strikes, revolutions, popular turmoil or movements, uprisings, looting, acts of terrorism and vandalism;
- d) misconduct of the Insured Party or serious negligence;
- e) mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
- f) illnesses depending on pregnancies beyond the 26th week of gestation and post-partum;
- g) illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the travel began;
- h) removal and/or transplant of organs;
- i) abuse of alcohol or psychological drugs;
- j) use of mind-altering and hallucinogenic substances;
- k) attempted suicide or suicide;
- l) air sports in general, the piloting and use of hang-gliders and other types of ultra-light airborne vehicles, parachuting, paragliding and similar, sledging, bob sleighing, acrobatic skiing, platform jumps with skis or water skis, climbing rock faces or accessing glaciers, free climbing, kite-surfing, diving with breathing apparatus, sports involving the use of vehicles and motor boats, boxing, fighting in various forms, martial arts in general, heavy athletics, rugby, American football, caving, acts of bravado, injuries suffered as a consequence of professional sports or sports played in any case in a non-amateur manner (including competitions, races, trials and training);
- m) everything else not specifically indicated in the services.

Additionally, covered services are not provided in countries in a state of declared or undeclared war, including the countries listed with a risk score of 4.0 or

higher on the website <http://www.ihs.com/info/all/jccwatchlist.aspx>.

Countries whose state of war has been made publicly known are considered to be in a state of declared or de facto war.

Services are also not supplied in any countries in which, at the time the claim is declared and/or assistance requested, there is a state of popular tumult. It is also not possible to provide services in kind (and therefore assistance) where the local or international authorities do not allow private individuals to provide direct assistance, regardless of whether or not there is a war risk applicable at the time.

Art.24. NON-INSURABLE PERSONS

Considering that had Europ Assistance been aware that the Insured Party suffered from alcoholism, drug addiction or acquired immune deficiency syndrome (AIDS), it would not have agreed to provide the insurance, it is agreed that should one or more of the above diseases or conditions arise during the course of the contract, the provisions shall apply as laid down by Art. 1898 of the Italian Civil Code, regardless of the actual evaluation of the health of the Insured Party. In the event of inexact or reticent declarations, the provisions shall apply of articles 1892, 1893 and 1894 of the Italian Civil Code.

Art.25. OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

In case of claim covered by the assistance insurance, the Insured shall immediately contact the Organisational Structure. Non-performance of this obligation may result in forfeiture of the right to care services under Article 1915 of the Civil Code.

Art.26. PROFESSIONAL SECRECY

The Insured Party releases any doctors, who may be appointed to examine the claim and who examined him before or after the claim, from constraints to professional secrecy with regards to Europ Assistance.

Art.27. LIMIT TO LIABILITY

Europ Assistance shall refuse all liability for any damage caused by the intervention of the Authority of the country in which assistance is provided or resulting from any other unforeseeable circumstance of pure luck.

Art.28. EFFECTIVE DATE AND DURATION OF COVERAGE

The insurance for the Insured Party runs from midnight on the day of departure until midnight of the day of arrival of each portion of the trip.

SECTION III - MEDICAL EXPENSE REIMBURSEMENT INSURANCE

SPECIAL SECTION DEFINITIONS

Injury: the event caused by pure bad, external luck resulting directly in physical injury that can objectively be noted and with the consequence of death, permanent disability or temporary disability.

Healthcare Institute: the public hospital, clinic or care home, whether in an agreement with the National Health Service or private, duly authorised to provide hospital assistance. Thermal baths are excluded, along with convalescence and residential homes, dietary and beauty clinics.

Illness: a change in health not caused by an injury.

Sudden illness: an illness of acute onset of which the Insured Party was not aware and which in any case has not been a manifestation, even if sudden, of a previous condition known to the Insured Party.

Pre-existing illness: illness that is the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the guarantee began.

Hospitalisation: a stay in a Healthcare Institute involving at least one night.

Travel/Trip: the trip portion that starts when the Insured Party starts boarding and ends when the Insured Party debarks, as well as transfers made on the day of departure and the day of arrival for each trip portion.

SPECIAL SECTION CONDITIONS

Art.29. INSURED PARTIES

The following are insured:

- > the natural person who is a passenger of a Grimaldi Lines ship, as shown by the issued travel tickets.

Art.30. SUBJECT OF THE INSURANCE

If following a sudden illness or injury, the Insured Party should incur medical/pharmaceutical/hospital expenses for urgent, non-deferrable surgery or treatment, received locally during the trip, during the period for which the guarantee is valid, Europ Assistance will repay them according to the

maximum amount set out in the section "Determination of maximum cover".

If an injury is covered then any additional expenses for treatment received upon return to the place of residence will also be covered, as long as made within 45 days of the injury.

Limit of liability:

For medical and pharmaceutical expenses, including in the event of hospitalisation in a Healthcare Institute or place equipped to provide emergency treatment, Europ Assistance will pay for the costs, making direct payment locally by the Organisational Structure and/or in the form of a refund, up to the maximum cover indicated in the section "Determination of maximum cover", considering the greater maximum amount between that provided for the country of origin and that for the country of destination.

Deductible:

Reimbursements will be made with a fixed, absolute deductible amount per claim and per Insured Party of Euro 35.00.

The above maximum cover includes:

- fees for staying in the Healthcare Institute prescribed by the doctor up to Euro 200.00 per day per Insured Party;
- urgent dental treatment, only following injury, up to Euro 100.00 per Insured Party;
- prosthesis repair expenses, only following injury, up to Euro 100.00 per Insured Party.

Art.31. TERRITORIAL SCOPE OF COVERAGE

This means the countries in which the claim took place and in which the services are supplied; specifically: Italy, the Vatican City State and the Republic of San Marino, the other European countries and countries of the Mediterranean Basin:

Art.32. EXCLUSIONS

The following are excluded from cover:

- a) all expenses incurred by the Insured Party if no declaration has been made to Europ Assistance, directly or through third parties, of the hospitalisation or emergency treatment;
 - b) expenses to treat or eliminate physical defects or congenital malformations, for aesthetic applications, nursing, physiotherapy, thermal or weight-loss treatments, dental care (apart from that specified above following injury);
 - c) expenses for purchasing and repairing glasses, contact lenses, orthopaedic devices and/or prostheses (except for those specified above following injury);
 - d) check-ups in Italy for situations consequent to illnesses that began during the trip;
 - e) transport and/or transfer expenses of the Healthcare Institute and/or the place of accommodation of the Insured Party.
- Cover is also not due for claims caused by or resulting from:
- f) mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
 - g) illnesses depending on pregnancies beyond the 26th week of gestation and post-partum;
 - h) illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the travel began;

- i) injuries deriving from the following activities: rock climbing or accessing glaciers, platform jumps with skis or water skis, driving and using sledges, air sports in general, piloting and using hang-gliders and other types of ultra-light airborne vehicles, paragliding and similar, kite surfing, acts of bravado and all injuries suffered as a consequence of sports practice professionally or in any case on a non-amateur level (including competitions, races, trials and training);
- j) removal and/or transplant of organs;
- k) automotive, motorcycle or motor boat races and related tests and training;
- l) flooding, deluge, earth movements, volcanic eruptions, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;

- m) wars, strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism;
- n) misconduct on the part of the Insured Party;
- o) abuse of alcohol or psychological drugs and the use of mind-altering and hallucinogenic substances;
- p) attempted suicide or suicide.

Art.33. NON-INSURABLE PERSONS

Considering that had Europ Assistance been aware that the Insured Party suffered from alcoholism, drug addiction or acquired immune deficiency syndrome (AIDS), it would not have agreed to provide the

insurance, it is agreed that should one or more of the above diseases or conditions arise during the course of the contract, the provisions shall apply as laid down by Art. 1898 of the Italian Civil Code, regardless of the actual evaluation of the health of the Insured Party. In the event of inexact or reticent declarations, the provisions shall apply of articles 1892, 1893 and 1894 of the Italian Civil Code.

Art.34. OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

In the event of a claim, the Insured Party must contact the Organisational Structure and make a declaration **within sixty days of the claim**, by accessing the portal <https://sinistrionline.europassistance.it> and following the instructions given (or accessing the website www.europassistance.it, claims section, directly) or

providing written notice to **Europ Assistance Italia S.p.A. – Piazza Trento, 8 – 20135 Milan**, specifying "Ufficio Liquidazione Sinistri – Rimborso Spese Mediche" (Claims Liquidation Office – Medical Expense Reimbursement) on the envelope and posting:

- first name, last name, address, telephone number;
- Europ Assistance card number or copy if held by the Insured Party;
- the circumstances of the event;
- First Aid certificate prepared in the place of the claim, stating the pathology suffered or medical diagnosis certifying the type and method of the injury suffered;
- in the event of hospitalisation, a true copy of the original medical record;
- original copies of invoices, receipts or tax receipts for the expenses incurred, complete with tax data (VAT no. or tax code) of the issuers and parties to whom the receipts are made out;
- medical prescription for any purchase of medicinal products with original receipts of the medicinal products purchased.
- Europ Assistance may request further documentation at a later date, in order to settle the claim; in this case, the Insured Party must supply it.

Breach of the obligations relating to the declaration of the Claim may result in the loss of a right to Indemnity, in accordance with art. 1915 of the Italian Civil Code.

Art.35. CRITERIA FOR LIQUIDATION OF THE DAMAGES

Following the assessment of the documentation received, Europ Assistance will liquidate the damages and make the related payment, net of the deductible amounts envisaged.

Art.36. PROFESSIONAL SECRECY

The Insured Party releases any doctors, who may be appointed to examine the claim and who examined him before or after the claim, from constraints to professional secrecy with regards to Europ Assistance.

Art.37. EFFECTIVE DATE AND DURATION OF COVERAGE

The insurance for the Insured Party runs from midnight on the day of departure until midnight of the day of arrival of each portion of the trip.

Art.38. DETERMINATION OF MAXIMUM COVER

For the "Medical Expense Reimbursement" coverage, the maximum cover per Insured Party per trip portion is **Euro 1,000.00**.

SECTION IV - LUGGAGE AND PERSONAL EFFECTS INSURANCE

SPECIAL SECTION DEFINITIONS

Luggage damage: any damage suffered by the luggage during travel by boat or air.

Luggage: the suitcase, trunk and personal items contained therein that the Insured Party carries with him on the trip.

Travel/Trip: the trip portion that starts when the Insured Party starts boarding and ends when the Insured Party debarks, as well as transfers made on the day of departure and the day of arrival for each trip portion.

SPECIAL SECTION CONDITIONS

Art.39. INSURED PARTIES

The following are insured:

- the natural person who is a passenger of a Grimaldi Lines ship, as shown by the issued travel tickets.

Art.40. SUBJECT OF THE INSURANCE

1. LUGGAGE AND PERSONAL EFFECTS

If the Insured Party should suffer direct tangible damages as a result of theft, theft with break-in, robbery, bag snatching, loss, mislaying, damage to his luggage and/or personal effects, including the clothing worn at the start of travel,

Europ Assistance will provide compensation according to their value and up to the maximum amount set out in the section "Determination of maximum cover".

The cover has territorial scope and applies up to the amount established in the section "Determination of maximum cover".

Without prejudice to the maximum cover specified above, maximum indemnity per object, including bags, cases and rucksacks, cannot exceed Euro 150.00.

Photo-video-optical equipment (cameras, video cameras, binoculars, flash, zooms, batteries, bags, etc.) are considered as a single item.

In the event of theft, robbery, bag snatching or loss of ID cards, passports and driving licences, in addition to the maximum cover, the expenses will also be reimbursed for the re-issue of said documents, where certified by proof of expenditure and up to the total maximum amount of Euro 50.00.

Excess:

Damages to photo-video-optical equipment and photo-sensitive equipment; radios, televisions, recorders, all other electronic equipment; musical instruments; personal defence weapons and/or hunting weapons; diving equipment; spectacles and sunglasses, are covered up to a total of 50% of the insured amount.

Damages to cosmetics, medicinal products, healthcare articles; jewellery, precious stones, pearls, watches, gold, silver and platinum items, furs and other precious objects are covered up to a total of 30% of the insured amount.

The cover only applies if the goods are worn or kept in the hotel deposit.

The amount envisaged is halved for damages caused by:

- forgetting, lack of care or mislaying by the Insured Party;
- theft with break-in of luggage contained in a properly locked vehicle, not visible from the outside;
- theft of the entire vehicle;
- theft of objects contained in the tent, as long as in a duly equipped and authorised camp site.

2. DELAYED DELIVERY OF LUGGAGE

If, following the delivery of luggage **more than 12 hours later than the flight time, as duly confirmed, and charter flights**, the Insured Party should incur unforeseen expenses for the purchase of toiletries and/or the necessary clothing, Europ Assistance will refund these up to the maximum amount set out in the section "Determination of maximum amount".

Art.41. TERRITORIAL SCOPE OF COVERAGE

This means the countries in which the claim took place and in which the services are supplied; specifically:

Italy, the Vatican City State and the Republic of San Marino, the other European countries and countries of the Mediterranean Basin:

Art.42. EXCLUSIONS

The following are excluded from coverage of "Luggage and personal effects":

- a) cash, cheques, stamps, tickets and travel documents, souvenirs, coins, objects of art, collections, samples, catalogues, goods, helmet, professional equipment, documents other than ID cards, passports and driving licences;
- b) all claims occurring during travel on motor vehicles of any power;
- c) damages caused by misconduct or wilful negligence on the part of the Insured Party and those caused by sports equipment during their use;
- d) goods other than items of clothing, such as watches and spectacles and sunglasses, which were delivered, even with the clothes, to transport companies, including the airline;
- e) the case of theft of luggage contained in a vehicle that was not properly locked;
- f) the case of theft of luggage contained in a vehicle that was visible from the outside;
- g) the case of theft of luggage on board a vehicle that was not kept in a monitored garage between 8pm and 7am;
- h) fixed accessories and services of the vehicle (including removable radios or players).

The following are excluded from coverage of "Expenses for delayed delivery of luggage":

- i) the case of delayed delivery of luggage in the airport of the city of departure at the start of the trip;
- j) all expenses incurred by the Insured Party after receipt of the luggage.

Cover of "Luggage and personal effects" and "Expenses for delayed delivery of luggage" is also not provided for claims caused by or resulting from:

- k) war, earthquakes, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;

- l) strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism;
- m) misconduct on the part of the Insured Party.

Art.43. OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

For the coverage of "Luggage and personal effects", in case of claim the Insured Party must make a declaration, no later than sixty days of the claim, by accessing the portal <https://sinistrionline.europassistance.it> and following the instructions (or accessing the website www.europassistance.it Claims Section directly) or

must send a written declaration addressed to: Europ Assistance Italia S.p.A. – Piazza Trento, 8 – 20135 Milan, specifying "Ufficio Liquidazione Sinistri – Pratiche Bagaglio" (Claims Liquidation Office - Luggage Proceedings) on the envelope and, even later but in any case within sixty days of the claim:

- first name, last name, address, telephone number;
- Europ Assistance card number or copy if held by the Insured Party;
- copy of travel tickets or details of the trip;
- true copy of the declaration with the stamp of the Police Authorities of the place in which the event occurred;
- the circumstances of the event;
- the list of objects lost or stolen, their value and date of purchase;
- the names of the Insured Parties who suffered the damages;
- copy of the letter of complaint submitted to the hotelier or carrier responsible;
- proof of expenses incurred in having documents re-issued, if applicable;
- copies of invoices, receipts or tax receipts, complete with tax data (VAT no. or tax code) of the issuers and parties to whom the receipts are made out, showing the value of the damaged or removed goods and their date of purchase;
- invoice for the repair or declaration of irreparable damage relating to goods damaged or removed, prepared on headed paper of a dealer or specialist in the sector.

Only if the entire or part of the luggage delivered to the carrier liable should not be delivered and/or be damaged, the following must be attached to the request for refund:

- copy of the declaration made immediately to the Office specifically in charge of claims for lost luggage;
- copy of the letter of complaint sent to the carrier liable with claim for compensation and letter of reply sent by the carrier.

Breach of the obligations relating to the declaration of the Claim may result in the total or partial loss of a right to Indemnity, in accordance with Art. 1915 of the Italian Civil Code.

For the coverage of "Expenses for delayed delivery of luggage", in case of claim the Insured Party must make a declaration, no later than sixty days of the claim, by accessing the portal <https://sinistrionline.europassistance.it> and following the instructions (or accessing the website www.europassistance.it Claims Section directly) or

must send a written declaration addressed to: Europ Assistance Italia S.p.A. – Piazza Trento, 8 – 20135 Milan, specifying "Ufficio Liquidazione Sinistri – Pratiche Bagaglio" (Claims Liquidation Office – Luggage Proceedings) on the envelope and specifying:

- first name, last name, address, telephone number;
- Europ Assistance card number or copy if held by the Insured Party;
- a declaration of the airport management company or carrier certifying the delayed delivery of the luggage beyond 12 hours and the time of effective delivery;
- copies of invoices, receipts or tax receipts, complete with tax data (VAT no. or tax code) of the issuers and parties to whom the receipts are made out, showing the value of the goods purchased;
- copy of the letter of complaint sent to the carrier liable with claim for compensation and letter of reply sent by the carrier.

Breach of the obligations relating to the declaration of the Claim may result in the loss of a right to Indemnity, in accordance with art. 1915 of the Italian Civil Code.

Art.44. CRITERIA FOR LIQUIDATION OF THE DAMAGES

For the "Luggage and personal effects" guarantee, the damage is liquidated, in implementation of that reimbursed by the carrier or hotelier responsible and up to the amount insured, according to the commercial value of the insured goods at the time of the claim, as resulting from the documentation supplied to Europ Assistance.

In the case of objects purchased no more than three months prior to claim, reimbursement will be according to purchase value, if proven by relevant documentation.

In the event of failure, the cost of repair will be reimbursed upon presentation of invoice. Under no circumstances will any emotional value be considered.

Art.45. EFFECTIVE DATE AND DURATION OF COVERAGE

The insurance for the Insured Party runs from midnight on the day of departure until midnight of the day of arrival of each portion of the trip.

Art.46. DETERMINATION OF MAXIMUM COVER

For the "Luggage and personal effects" coverage, the maximum cover per Insured Party per trip portion is **Euro 500.00**.

For the "Delayed delivery of luggage" coverage, the maximum cover per Insured Party per trip portion is **Euro 150.00**.

EUROP ASSISTANCE ITALIA S.p.A.

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

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

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

HOW TO REQUEST ASSISTANCE

In the event of Assistance services, the Europ Assistance Organisational Structure operates 24 hours a day and is at your complete disposal, ready to intervene or inform you of the most appropriate procedures by which to solve any problem in the best possible way, as well as to authorise any expenses.

IMPORTANT: do not take any initiative without first having telephoned the Organisational Structure at:

02.58.28.60.89

The following information must be provided:

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

If you are unable to call the Organisational Structure, you can send: a fax to 02.58477201 or a telegram to EUROP ASSISTANCE ITALIA S.p.A. - Piazza Trento, 8 - 20135 MILAN

Complaints

Any complaints with regards to the company concerning the management of the contract or claims must be submitted in writing to: Europ Assistance Italia S.p.A., Ufficio Reclami (Complaints Office), Piazza Trento n. 8 postcode 20135 Milan, fax no. 02.58.47.71.28, e-mail: ufficio.reclami@europassistance.it

Should the complainant not be satisfied with the outcome of the claim, or in the event that no response should be received within forty-five days, he may contact the IVASS (Istituto per la Vigilanza sulle Assicurazioni – Insurance Supervisory Institute) – Servizio Tutela degli Utenti (User Protection Service), Via del Quirinale 21, 00187 Rome, Italy, fax no. 06.42.133.745 or 06.42.133.353.

Complaints sent to IVASS must contain:

- a) first name, surname and domicile of the complainant with any telephone contact number;
- b) identification of the subject or subjects whose work is complained of;
- c) a brief description of the reason for the complaint;
- d) a copy of the complaint made to the insurance company and any reply provided by it;
- e) all documents useful to providing a more complete description of the related circumstances.

To settle cross-border disputes, a complaint can be submitted to the IVASS or the competent foreign system activated using the FIN-NET procedure (by accessing the website: http://ec.europa.eu/internal_market/finances-retail/finnet/index_en.htm).

This is without prejudice to the right to bring the matter before the legal authorities.

In order to provide the services, Europ Assistance must process the data of the Insured Party and to this end requires your consent in accordance with Italian Legislative Decree no. 196/03 (Privacy Code). Therefore, in contacting or having Europ Assistance Vai/Service contacted, the Client gives free consent to the processing of his/her common, sensitive and legal personal data, as indicated in the Privacy Disclosure received, for purposes of contract management and performance.+39 - 02.58.28.60.44