



INSURANCE CONTRACT

DAMAGE TO VEHICLES TRANSPORTED ON BOARD MOTOR VESSELS

FILO DIRETTO TRAVEL

Vehicle damage

LAST UPDATED DATE: MODEL 6003 - EDITION 01.02.2023

The Information Set includes the following documents:

- a) Dip Basis;
 - b) Dip Additional;
 - c) Glossary;
 - d) Insurance conditions;
- that must be delivered to the Policyholder before signing the contract.

Before signing, carefully read the Pre-contractual information document

NON-LIFE INSURANCE CONTRACT

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



Company: Nobis Compagnia di Assicurazioni S.p.A.

Product: Filo DirettoTravel (Vehicle damage)

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

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

- Informative set

WHAT TYPE OF INSURANCE IS IT?

The Policy provides for the coverage of material and direct damage found on the bodywork, tyres, glass or external accessories suffered by vehicles transported on board Motor Vessels, exclusively during the navigation phases and the embarkation and disembarkation activities from the Motor Vessel itself.

The policy is optional and the Insured Parties can be covered by paying the relative premium.

It is recalled that the effective coverage will be exclusively that resulting from the Policy Document undersigned by the Policyholder (Grimaldi Euromed S.p.A.) and contained in the Insurance Conditions.



WHAT IS INSURED?

The policy is optional and the Insured Parties can be covered by paying the relative premium.

✓ Reimbursement for damage to the vehicle

The Company undertakes to guarantee the insured risks, during the period of validity of the policy, in favour of all the Insured Parties who, upon payment of the relevant premium, will be voluntarily covered by this contract through the Policyholder.

The insurance coverage of this contract operates on a second-risk basis, i.e. it guarantees only that part of the damages which does not fall within the guarantees provided by any other policies underwritten by the Insured Parties or by the Policyholder on the same risks (which must be previously enforced), up to the maximum coverage provided in the insurance conditions.

This policy can be taken out up to the same day of embarkation.

The insurance coverage only guarantees material and direct damage found on the following parts of the vehicle:

- bodywork;
- tyres;
- windows;
- external accessories;

suffered by the vehicles transported on board Motor Vessels, exclusively during the following phases:

- navigation,
- embarkation and disembarkation activities.

It is expressly understood that only the damages relating to those events reported to the Captain of the ship and/or to the ship's Purser and/or to the Officer on board in charge during parking of the vehicle on board the ship or during the disembarkation operations will be indemnified immediately after the event.

The Company reimburses the damages caused during the navigation period and/or during the embarkation and disembarkation activities on board Motor Vessels within the agreed ceiling of Euro 5,000.00 per vehicle, without prejudice to the provisions in case of an event affecting multiple Insured Parties.



WHAT IS NOT INSURED?

- X Vehicles which at the time of the accident were registered for the first time for more than 20 years are not insurable.



ARE THERE COVERAGE LIMITS?

! The Company does not compensate for damages:

- due to fire of any nature and/or origin;
- due to shipwreck or sinking;
- produced or facilitated by wilful misconduct and/or gross negligence of the Insured Party and/or of persons for whom the same is liable;
- that have occurred as a result of acts of vandalism;
- in relation to which the Insured Party does not produce an authentic copy of the report made to the Captain of the vessel and/or to the ship's Purser and/or to the Officer on board in charge while the vehicle is parked on the Motor Vessel or during disembarkation operations immediately after the event;
- resulting from attempted or perpetrated theft;
- resulting directly or indirectly from acts of terrorism and/or socio-political events and/or strikes.

Any damage resulting from the following is also excluded from the insurance:

- situations of armed conflict, invasion, war and/or civil war (whether declared or not);
- acts of terrorism in general, including the use of any type of nuclear or chemical device;
- ionising radiations or radioactive contamination developed by nuclear fuels, or deriving from transmutation phenomena of the nucleus of the atom or from radioactive, toxic, explosive properties, or from other dangerous characteristics of nuclear equipment and its components;
- tornadoes, hurricanes, earthquakes, volcanic eruptions, floods, deluges, nuclear explosions and any other natural disasters;
- pollution of the air, water, soil, subsoil, or any environmental damage;
- costs of searching for the Insured Party and/or their vehicle at sea;
- the use and/or transportation of any kind of explosive substances as well as any kind of weapons (including firearms).

Without prejudice to the exclusions listed above, the guarantee is also not effective:

- if the Driver of the vehicle is not authorised to drive in accordance with the provisions in force;
- if the Driver of the vehicle is, on the occasion of the accident, in a state of alcoholic intoxication, drunkenness or mental impairment caused by the abuse of psychotropic drugs or of narcotic or hallucinogenic substances;
- if the vehicle, at the time of the accident, is not authorised to be driven according to the regulations in force and/or is not insured for the Motor Vehicle Civil Liability guarantee;

- for indirect damages (e.g. damages caused by objects carried by the wind) and/or non-material damages;
- for damages occurring within the port area (including the embarkation quay) before the start of the embarkation activities and/or after the end of the disembarkation activities;
- for all vehicles which at the time of the accident were registered for the first time for more than 20 years.

This policy is only valid if combined (in an ancillary form) with the sale of a transport ticket for a route operated by the Policyholder. The issuance of multiple applications to guarantee the same risk is not permitted in order to raise the ceilings of the specific guarantees and the contractually envisaged risk accumulations.



WHERE IS THE COVER VALID?

- ✓ The insurance coverage applies exclusively to the shipping routes operated by the Policyholder within which the embarkation and disembarkation operations of the Vehicle of the Insured Party take place on the Motor Vessel.



WHAT OBLIGATIONS DO I HAVE?

At the time of signing the contract, the Policyholder and the Insured Party have the duty to make non-reticent, exact and complete declarations on the risk to be insured and to communicate, during the course of the contract, all the changes that involve a modification of the risk. Untruthful, inaccurate or reticent declarations or the failure to communicate changes in risk may result in termination of the policy or the partial or total loss of the right to Indemnity.

The Policyholder and the Insured Party must also pay the premium in order to determine the effectiveness of the insurance coverage.

In the event of an accident, the Insured Party must immediately contact the Company's Operations Centre, file a report with an officer on board before disembarking, send a written report to the Company within 5 days and make all the documentation available to the Company necessary to verify the case.



WHEN AND HOW SHOULD I PAY?

The insurance contract is understood to be finalised with the payment of the premium by the Policyholder, which is determined for the annual insurance period. The provisions of art. 1901 of the Italian Civil Code remain unchanged.

Payment may be made through the Intermediary or directly to the Company.

The premium is already inclusive of taxes.



WHEN DOES COVERAGE BEGIN AND END?

For the Policyholder

The insurance contract takes effect from midnight (or in any case from the agreed time) of the day indicated in the policy if the premium or the first instalment of the premium has been paid, otherwise it takes effect from midnight on the day of payment. The insurance contract is valid for one year and, upon its natural expiry, it can be tacitly renewed in the absence of cancellation by registered letter with return receipt sent at least 30 days before expiry. The right of the Parties to withdraw from the contract in the event of an accident remains unaffected.

For the Insured Parties

The duration of the individual insurance coverage is that resulting from the Application communicated by the Policyholder through the appropriate online system made available to the Company, provided that all the rules of acceptance and communication by the Policyholder have been complied with.

The Vehicle Damage guarantee begins and is effective exclusively during the period of permanence of the vehicle on board the Motor Vessel owned and/or rented/operated by the Policyholder, i.e. from the moment of embarkation to the moment of disembarkation of each insured route, provided that subscription takes place during the period of validity of the insurance contract.



HOW CAN I CANCEL THE POLICY?

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

The right of the Parties to withdraw from the contract in the event of an accident remains unaffected.

VEHICLE DAMAGE INSURANCE

Additional pre-contractual information document for non-life insurance products
(DIP Additional Damage)

Nobis Compagnia di Assicurazioni S.p.A.

Filo Diretto Travel (Vehicle damage)

Version no. 1 of February 2023 (last available)

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

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

Nobis Insurance Company S.p.A., with registered office in 10071 Borgaro Torinese (TO) at via Lanzo 29 and general management at 20864 Agrate Brianza (MB) at viale Gian Bartolomeo Colleoni 21. Tel.: +39.039.9890001, website www.nobis.it, e-mail: assicurazioni@nobis.it, Certified e-mail address: nobisassicurazioni@pec.it.

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

Parent company of the Nobis Group, registered with no. 052 of the Register of Insurance Groups.

Financial year 2021

Financial Statements approved on 29/04/2022

The shareholders' equity of Nobis Compagnia di Assicurazioni S.p.A. amounts to €. 71,902,188 of which share capital €. 37.890.907, premium reserve €. 1,224,864 and equity reserves €. 48,803,267.

It should be noted that the solvency ratios, Solvency II regime, referring to non-life management is equal to: 175.29% which represents the Ratio of eligible own funds on SCR (Solvency Capital Requirement) and 435.83% which represents the Ratio of eligible own funds on MCR (Minimum Capital Requirement).

For each subsequent update, please refer to the Company's website www.nobis.it.

Italian legislation applies to the contract and it is subject exclusively to Italian jurisdiction.



WHAT IS INSURED?

With regard to the Damage to the Vehicle guarantee, please refer to what is indicated in the Dip Basic.

OPTIONS WITH PREMIUM REDUCTION

Indicate the option	There are no premium reductions for the Filo Diretto Travel product (Vehicle damage).
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OPTIONS WITH PAYMENT OF AN ADDITIONAL PREMIUM

Indicate the option	There are no additional paid options for this product.
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ADDITIONAL INFORMATION

Vehicle Damage	There is no additional information other than what is already indicated in the Dip Basic.
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WHAT IS NOT INSURED?

Excluded risks	The excluded risks have already been detailed in the DIP Basic, which can be consulted here.
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ARE THERE COVERAGE LIMITS?

The exclusions, valid for all guarantees, have already been listed in the DIP Basic.

Below are the main specific exclusions for each guarantee.

Vehicle Damage	There is no additional information other than what is already indicated in the Dip Basic.
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For each individual guarantee indicated in this product and explicitly undersigned by the Policyholder, insurable sums, identified in detail in the Policy Document, the limits and any deductibles or uncovered amounts are envisaged. Any compensation, pursuant to art. 1916 of the Italian Civil Code, against responsible third parties or other obligated subjects, will be exercised by the Company for the same reason as the indemnity paid, it being understood that the compensation action will not be exercised against the transported passengers.



WHAT OBLIGATIONS DO I HAVE? WHAT OBLIGATIONS DOES THE COMPANY HAVE?

What to do in the event of an accident?	Accident report. In the event of an accident, the Insured Party must immediately contact the Company's Operations Centre, file a report with an officer on board before disembarking and must send a written report to the Company at the following address within 5 days from the date of occurrence of the accident or from when the Insured Party became aware thereof: Nobis Insurance Company Spa - Claims Office, Via Gian Bartolomeo Colleoni 21 - Claims Office 20864 AGRATE BRIANZA (MB) - Tel. +39.039. 9890723. Furthermore, the Insured Party must provide the Company with the documentation necessary for the assessment of the accident.
	Direct assistance/in agreement: it is specified that the contract does not include the presence of services provided directly to the Insured Party by entities/structures that have an agreement with the Company.
	Management by other companies: it is specified that the contract does not provide for claims to be dealt with by other companies.
Inaccurate or reticent statements	If, with regard to the circumstances of the risk covered by the insurance coverage, the Policyholder/Insured Party makes false or reticent declarations when making estimates and confirms them with the signing of the contract, or fails to notify the Company of any significant changes, such circumstances could fully or partially compromise the payment of the damage (compensation) by the Company.
Obligations of the Company	After 60 (sixty) days have elapsed from the date of the report of the accident, having verified the effectiveness of the guarantee and provided that all the required documentation has been produced, the Company will pay the indemnity within 30 (thirty) days from the date of receipt of the necessary documentation, provided that no opposition has been filed by any preferential, secured or mortgage creditors.



WHEN AND HOW SHOULD I PAY?

Premium	The Policyholder will have to pay the first instalment of the premium. The premium payable by the Policyholder is always determined for one-year insurance periods, except in the case of shorter-term contracts. The Company will accept payment of the premium by bank transfer, bank cheque/bank draft, cash within the limits of the currency regulations, as provided for by IVASS Regulation no. 40 and by any other means compliant with the current regulations accepted by any intermediary however intended. The premium is inclusive of tax.
Reimbursement	This contract, being a temporary tourism policy, does not provide for the possibility of reimbursement of the premium, except in the case where the Insured Party cannot benefit from the coverage due to cancellation of the trip by the Policyholder or re-routing of the Insured Party to another carrier.



WHEN DOES COVERAGE BEGIN AND END?

Duration	The insurance contract is valid for one year and, upon its natural expiry, it can be tacitly renewed in the absence of cancellation. The duration of the single applications for the Insured Parties is that indicated by the Policyholder to the Company. The duration of the individual guarantees is shown in the Dip Basic.
Suspension	This contract does not provide for the possibility of suspending the contract.



HOW CAN I CANCEL THE POLICY?

Cooling off period after signing	The Insured Party has the right to withdraw from the contract within 14 days of acceptance, and in any case before departure, by communicating their withdrawal in writing to the Policyholder and to the Company. In this case, the Policyholder will refund the premium to the Insured Party, without the application of penalties, within 14 days of receiving the communication. If the contract provides for the conclusion using remote communication techniques, the Policyholder has the right: <ol style="list-style-type: none"> 1. to choose to receive and transmit the Information Set and the documentation referred to in Chapter III of IVASS Regulation no. 40/2018 on paper-based or other durable medium; 2. to request in any case and without charges receipt of the above documentation on paper and to modify the distance communication technique; 3. to use, following the Company's request to sign and retransmit the contract sent to it, at its choice, paper-based or other durable medium; 4. in the case of a remote contract through a Call Centre whose workers are not employees of the company, to be put in contact with the person in charge of coordinating and controlling the promotion and placement of insurance contracts carried out by the Call Centre.
Resolution	Any variation to the contract will be communicated by the Company to the Policyholder/Insured Party, through the Intermediary overseeing the contract, within 45 days of any annual renewal of the same. If the Insured Party does not accept the new premium conditions and/or the sum insured proposed for the following year, the same will have the right, by registered letter with return receipt sent to the Company at least 30 days before the expiry date, to terminate the contract.



WHO IS THIS PRODUCT FOR?

This contract is aimed at subjects - having the characteristics indicated in the DIP Basic - who purchase a Navigation Ticket for a route managed by the Policyholder.



WHAT COSTS WILL I INCUR?

At the time of signing the insurance contract, the Insured Party will have to bear the cost relating to the premium quantified according to the rate established for the type of trip to which the policy is combined and the chosen guarantees.

Brokerage costs: the average share due to the Broker for Class 3 (CVT) is equal to 36.04%.

HOW CAN I SUBMIT COMPLAINTS AND RESOLVE DISPUTES?

To the insurance company	Any complaints regarding the contractual relationship or the management of claims must be sent by the Customer to the Complaints Office of Nobis Compagnia di Assicurazioni S.p.A., Viale Gian Bartolomeo Colleoni, 21 - 20864 - Agrate Brianza - MB - fax 039/6890.432 – reclami@nobis.it . Response within 45 days.
To IVASS	If the Insured Party is not satisfied with the Company's response, the same may contact IVASS, User Protection Service, Via del Quirinale, 21, - 00187 - Rome, fax 06.42133206, Certified e-mail address: ivass@pec.ivass.it , using the appropriate form called "Annex 2" (available from the website www.ivass.it , "complaints guide", "how to file a complaint" section), accompanying the report with the documentation relating to the complaint handled by the Company.

BEFORE APPLYING TO THE JUDICIAL AUTHORITY it is possible to make use of alternative dispute resolution systems, such as:

Mediation	By consulting a mediation body from those present in the list of the Ministry of Justice, which can be consulted on the website www.giustizia.it . (Law 9/8/2013, no. 98).
Assisted negotiation	By request of your lawyer to the Company.
Other alternative dispute resolution systems	<ul style="list-style-type: none">- Once the validity of the Insured Party's right to compensation has been verified, disputes of a medical nature are referred in writing to a Board of three Doctors, one appointed by each party and the third by mutual agreement or, otherwise, by the Board of Medical Association having jurisdiction in the place where the Board is to meet.- For the resolution of cross-border disputes, it is possible to submit a complaint to IVASS directly to the competent foreign system, requesting activation of the FIN-NET procedure or making recourse to the applicable legislation.

FOR THIS CONTRACT THE COMPANY DOES NOT HAVE AN INTERNET AREA RESERVED FOR THE CONTRACTOR (so-called HOME INSURANCE), THEREFORE AFTER SIGNING YOU WILL NOT BE ABLE TO CONSULT THIS AREA OR USE IT TO MANAGE THE CONTRACT ELECTRONICALLY.

POLICY DOCUMENT - VEHICLE DAMAGE - GRIMALDI EUROMED S.p.A.

This policy is understood to be operative only if the Insured Party has paid the relevant premium.

This premium amounts to 4.00 (four/00) Euro for vehicles of a length equal to or less than 6.5 meters while it amounts to 8.00 (eight/00) Euro for vehicles longer than 6.5 meters. The premium indicated is valid for a single vehicle and for a single route (meaning one way and/or return only).

The active guarantees in favour of the Insured Party and the sums insured are listed below (limit, without prejudice to the provisions in the event of an event affecting several Insured Parties).

It is recalled that the details of each single operating guarantee are contained in the Insurance Conditions, of which this Document forms an integral part.

OPERATING WARRANTIES	INSURED SUMS
CHAPTER 1 - VEHICLE DAMAGE REIMBURSEMENT	€ 5,000.00

OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF AN ACCIDENT

In the event of an accident, IMMEDIATELY contact the Company's Operations Centre which is operational 24 hours a day and 365 days a year, by calling the telephone number **39.039.9890.702** and file a report with a ship's officer before disembarking.

All accidents must be reported to the Company within 5 days of the accident using one of the following methods :

- **Via Internet** (on the website www.nobis.it "On-Line Report" section), following the relative instructions.
- **By mail by sending the correspondence and related documentation to the following address:**

NOBIS INSURANCE COMPANY - Claims Office
Viale Gian Bartolomeo Colleoni, 21 - Colleoni Management Centre
20864 AGRATE BRIANZA (MB)

CONTENTS

SECTION I - GLOSSARY AND DEFINITIONS	1
SECTION II - INSURANCE CONDITIONS	2
Art. 1 - Determination of the premium - Statements relating to the circumstances of the risk.....	2
Art. 2 - Exclusion of alternative compensations.....	2
Art. 3 - Effective date and duration of guarantees	2
Art. 4 - Obligations of the Insured Party in the event of an accident.....	2
Art. 5 - Territorial extension.....	2
Art. 6 - Claims settlement criteria.....	2
Art. 7 - Liquidation of damages/appointment of experts.....	2
Art. 8 - Law - Jurisdiction.....	2
Art. 9 - Integration of the accident report documentation.....	2
Art. 10 - Obligations of the Policyholder	3
Art. 11 - Accumulation clause.....	3
Art. 12 - Non-payment, even partial, of the premium.....	3
Art. 13 - Effects concerning the Insured Party.....	3
Art. 14 - Exclusions and limits valid for all guarantees	3
SECTION III - GUARANTEES OFFERED BY THE INSURANCE	5
Chapter 1 - Reimbursement for Damage to the Vehicle	5
Art. 1.1 - Object of the insurance.....	5
Art. 1.2 - Insured risks.....	5
Art. 1.3 - Maximum amount insured	5
Art. 1.4 - Uncovered amount and deductible.....	5
SECTION IV - ACCIDENT REPORT AND INDEMNITY	6
Art. 1 - What to do in the event of an accident.....	6
REGULATORY APPENDIX	7
Disclosure pursuant to chapter III section 2 of EU Regulation 2016/679 (GDPR).....	9

SECTION I - GLOSSARY AND DEFINITIONS

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

APPLICATION - The document certifying the administrative position of each Insured Party.

INSURED PARTY - The subject whose interest is protected by the insurance or those persons covered by this policy (by paying the relative premium to the Policyholder) at the time of purchase of boarding tickets, for themselves and for their own vehicle, on board a Motor Vessel. It is understood that it will be the Policyholder's responsibility to communicate to the Company the identification data of the persons who purchase a transport ticket issued by the Policyholder.

INSURANCE - The insurance contract.

TRANSPORT TICKET: The Transport Ticket issued by the Policyholder for the maritime routes operated by that same Policyholder.

POLICYHOLDER - The subject who stipulates the insurance, in this case Grimaldi Euromed S.p.A. with registered office in Palermo in via Emerico Amari n. 8.

COMPANY - Nobis Insurance Company S.p.A.

INDEMNITY - The sum owed by the Company in the event of an accident caused by an event covered by the policy guarantees.

MOTOR VESSEL - Vessel owned or used by the Policyholder and used by the latter for the performing of navigation services covering the relevant routes.

PREMIUM - The sum due to the Company by the Policyholder for the activation of the contract (by way of guaranteed and anticipated minimum premium) and by the Insured Party for the activation of their individual cover.

RISK - Probability that the harmful event against which the insurance is provided will occur.

POLICY DOCUMENT - The document proving the insurance.

ACCIDENT - Occurrence of the harmful event against which the insurance is provided.

THIRD PARTY - as a rule, the following do not qualify as third parties:

- a) the spouse, parents, children of the Insured Party as well as any other in-law or relative living with them and resulting from the family register;
- b) the employees of the Insured Party who suffer the damage during work or service;

VEHICLE - Cars, camper vans, vans and motorcycles embarked following the Insured Party.

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

The Legal Representative
Mr. Giorgio Introvigne

SECTION II - INSURANCE CONDITIONS

Insurance conditions Filo Diretto Travel (Vehicle Damage) Mod. 6003 and 2023-02 - Last updated 01/02/2023

In this section, the Policyholder will find the rules governing the relationship between the Company and the actual Policyholder, setting out the rights and obligations for the parties.

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

The premium is determined on the basis of the data indicated in the Policy Document, with reference to the number of Vehicles insured and the corresponding names. **It is understood that the premium varies according to the length of the Vehicle, with reference to the division between vehicles with a length equal to or less than 6.5 meters and those with a greater length.**

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

Art. 2 - EXCLUSION OF ALTERNATIVE COMPENSATION

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

Art. 3 - EFFECTIVE VALIDITY AND DURATION OF THE GUARANTEES

Each individual coverage will have the duration communicated by the Policyholder to the Company and must be evident from the Application relating to each Insured Party.

The above communications must take place through the specific online system made available by the Company or alternatively by means of the transmission of a daily data flow with a specific layout prepared by the Company and must be complete with all the data necessary for risk assumption.

The Damage to the Vehicle guarantee begins and is operative exclusively during the period of permanence of the vehicle on board the Motor Vessel, i.e. from the moment of embarkation to the moment of disembarkation for each insured route, provided that the policy is taken out during the period of validity of this insurance contract.

This policy is only valid if combined (in an ancillary form) with the sale of a transport ticket for a sea route operated by the Policyholder.

Art. 4 - OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF AN ACCIDENT

In the event of an accident, the Insured Party must immediately notify the Company's Operations Centre by telephone and report it to the Captain of the ship and/or to the Ship's Purser and/or to the ship's Officer in charge while the vehicle is parked on board the ship or during the disembarkation operations immediately after the event; within 5 days of the accident, the Insured Party must also submit a written report to the Company according to the methods provided for in the individual guarantees. Failure to fulfil this obligation may result in complete or partial loss of the right to compensation pursuant to art. 1915 of the Italian Civil Code.

Art. 5 - TERRITORIAL EXTENSION

The insurance coverage applies exclusively to the shipping routes operated by the Policyholder, within which the operations of embarkation and disembarkation of the Insured Party's vehicle onto/from the Motor Vessel take place.

Art. 6 - CLAIMS SETTLEMENT CRITERIA

The payment of the contractually due amount is made upon presentation of the originals of the related notes, bills and duly issued receipts. At the request of the Insured Party, the Company returns the afore-mentioned originals, after affixing the payment date and the amount paid.

If the Insured Party has presented the original of the notes, bills and receipts to third parties to obtain reimbursement, the Company will pay the amount due under this contract subject to proof of the expenses actually incurred, net of the amount charged to the afore-mentioned third parties. Refunds will always be made in Euro.

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

Art. 7 - LIQUIDATION OF DAMAGES/APPOINTMENT OF EXPERTS

Quantification of the damage will be performed by the Company through a direct agreement between the Parties or, failing that, established by two Experts appointed, one for each party. In case of disagreement they will elect a Third Party Expert. If one of the two Parties fails to appoint its own Expert or there is no agreement on the choice of the third party, the appointment will be made by the President of the Court in whose jurisdiction the Company's registered office is located. Each of the Parties bears the expense of its own Expert and half of that of the Third Party Expert. Decisions are taken by majority vote with exemption from all legal formalities and are binding on the Parties, who hereby renounce any recourse except in cases of violence, wilful misconduct, error or breach of contractual agreements.

In any case, it will be the right of the Parties or of one of them to apply directly to the Judicial Authority for the protection of their own rights.

Art. 8 - LAW - JURISDICTION

The Parties agree that this contract will be governed by Italian law. The Parties also agree that any dispute arising from this contract will be subject to Italian jurisdiction.

Art. 9 - INTEGRATION OF THE ACCIDENT REPORT DOCUMENTATION

The Insured Party acknowledges and expressly grants the Company the right to request, to facilitate settlement of the damage, further documentation in addition to that indicated in the single guarantee/service.

Failure to produce the documents relating to the specific case may result in complete or partial forfeiture of the right to reimbursement.

Art. 10 - OBLIGATIONS OF THE POLICYHOLDER

The Policyholder undertakes:

- in the event that the agreements entered into with the Company provide for the mandatory automatic inclusion of all travellers, to insure with this policy all customers who purchase a boarding ticket for themselves and for their vehicle;
- in the event that the agreements entered into with the Company provide for the traveller's right to enjoy the coverage offered by this contract, to offer this policy to all its customers;
- to make available to all Insured Parties, in paper-based or electronic format and before entering into the contract, the "Information Set" including, among other aspects, the "Questionnaire to identify the Insured Party's needs" relating to this policy;
- to publish the insurance guarantees provided for by this policy on the company's institutional website, subject to acceptance of the texts by the Company, so that each Insured Party can immediately view them.

Art. 11 - ACCUMULATION CLAUSE

It is agreed that in the case of an event affecting several Insured Parties with the Company, the maximum disbursement of the latter cannot exceed the amount of € 100,000.00 per event. If the amounts to be paid under the contractual terms exceed the limits indicated above, the indemnities due to each Insured Party will be reduced proportionately.

Art. 12 - NON-PAYMENT - EVEN PARTIAL - OF THE PREMIUM

Where the Policyholder does not pay the premium due upon signing the contract or two or more successive premium instalments within the agreed period or does not pay the part of the variable premium as an adjustment in the manner and within the times established or does not make any communication regarding the Variable Data or performs it qualitatively and quantitatively incomplete or late with respect to the contractually agreed times, the Company will have the right to declare, by registered letter with return receipt, suspension of the effects of the insurance coverage, starting from receipt of the same communication, placing the Policyholder in default and, should this non-fulfilment persist, within 15 days of receipt of the afore-mentioned communication, will declare termination of the contract within the same period, configuring this conduct by the Policyholder as a serious breach of the obligations assumed pursuant to art. 1455 and following of the Italian Civil Code, without prejudice to any other right also aimed at compensation for the damage suffered. The suspension and/or termination of the effects of this Contract has effectiveness and value not only for the Policyholder but also for the Insured Party and the latter will be duly informed by the Policyholder of this circumstance, relieving the Policyholder and the Company from any and all detriment that should arise from failure to comply with this obligation.

In the event of failure to communicate the Variable adjustment data or non-payment of the adjustment premium within the agreed times, without prejudice to the suspension of the guarantee, it is expressly agreed that any accidents occurring in the period to which the non-adjustment refers will not be indemnified and /or paid by the Company to the Policyholder and/or to the Insured Party. Similarly - if one of the events envisaged in this article occurs, there is no immediate and complete definition of the Policyholder's debt position - the Company subsequently reserves the right to settle the claims in proportion to the collections actually recorded.

Art. 13 - EFFECTS CONCERNING THE INSURED PARTY

The Policyholder undertakes to inform the Insured Party, at the time of taking out the policy, that the insurance guarantee referred to in this Contract will be suspended by the Company, in addition to the hypotheses provided for by current code legislation, upon the occurrence of the hypotheses referred to in art. 12, i.e. for example in the event that the Policyholder does not make any communication regarding the Variable Data and/or makes it to a qualitatively and quantitatively incomplete or late extent with respect to the contractually established times, the Company being able, upon persistence of this non-fulfilment, declare termination of the contract. And this also in the event of non-payment of the premium and/or of the premium instalments subsequent to the envisaged monthly deadlines or of the sums due as an adjustment by the Policyholder and in any case in all cases in which the Policyholder defaults on the obligations referred to in this contract.

The Policyholder also undertakes to inform the Insured Party of the provisions of the last paragraph of the preceding article and to hold the Company harmless from any and all requests and/or grievances that may be received from the Insured Party.

Art. 14 - EXCLUSIONS AND LIMITS VALID FOR ALL GUARANTEES

The Company does not compensate for the following damages:

- a) **due to fire of any nature and/or origin;**
- b) **due to shipwreck or sinking;**
- c) **produced or facilitated by wilful misconduct and/or gross negligence of the Insured Party and/or of persons for whom the same is liable;**
- d) **that have occurred as a result of acts of vandalism;**
- e) **in relation to which the Insured Party does not produce an authentic copy of the report made to the Captain of the vessel and/or to the ship's Purser and/or to the Officer on board in charge while the vehicle is parked on the vessel or during disembarkation operations immediately after the event;**
- f) **resulting from attempted or perpetrated theft;**
- g) **resulting directly or indirectly from acts of terrorism and/or socio-political events and/or strikes.**

Any damage resulting from the following is also excluded from the insurance:

- a) **situations of armed conflict, invasion, war and/or civil war (whether declared or not);**
- b) **acts of terrorism in general, including the use of any type of nuclear or chemical device;**
- c) **ionising radiations or radioactive contamination developed by nuclear fuels, or deriving from transmutation phenomena of the nucleus of the atom or from radioactive, toxic, explosive properties, or from other dangerous characteristics of nuclear equipment and its components;**
- d) **tornadoes, hurricanes, earthquakes, volcanic eruptions, floods, deluges, nuclear explosions and any other natural disasters;**
- e) **pollution of the air, water, soil, subsoil, or any environmental damage;**

- f) costs of searching for the Insured Party and/or their vehicle at sea;**
- g) the use and/or transportation of any kind of explosive substances as well as any kind of weapons (including firearms).**

Without prejudice to the exclusions listed above, the guarantee is also not effective:

- **if the Driver of the vehicle is not authorised to drive in accordance with the provisions in force;**
- **if the Driver of the vehicle is, on the occasion of the accident, in a state of alcoholic intoxication, drunkenness or mental impairment caused by the abuse of psychotropic drugs or of narcotic or hallucinogenic substances;**
- **if the vehicle, at the time of the accident, is not authorised to be driven according to the regulations in force and/or is not insured for the Motor Vehicle Civil Liability guarantee;**
- **for indirect damages (e.g. damages caused by objects carried by the wind) and/or non-material damages;**
- **for damages occurring within the port area (including the embarkation quay) before the start of the embarkation activities and/or after the end of the disembarkation activities;**
- **for all vehicles which at the time of the accident were registered for the first time for more than 20 years.**

This policy is only valid if combined (in an ancillary form) with the sale of a transport ticket for a route operated by the Policyholder.

The issuance of multiple Applications to guarantee the same risk is not permitted in order to raise the ceilings of the specific guarantees and the contractually envisaged risk accumulations.

SECTION III - GUARANTEES OFFERED BY THE INSURANCE

This section consists of a main chapter (Vehicle Damage Reimbursement) which governs the guarantee, subject of this Insurance, including the related services, ceilings, deductibles and uncovered amounts.

CHAPTER 1 - VEHICLE DAMAGE REIMBURSEMENT

This guarantee is only valid and effective if it has been referred to in the policy document and the relative premium has been paid

Art. 1.1 - OBJECT OF THE INSURANCE

The Company undertakes to guarantee the insured risks, during the period of validity of the policy, as described in the following articles, in favour of all the Insured Parties who, upon payment of the relative premium, through the Policyholder will voluntarily be covered by this contract.

The insurance coverage of this contract operates on a second-risk basis, i.e. it guarantees only that part of the damages which does not fall within the guarantees provided by any other policies underwritten by the Insured Party or by the Policyholder on the same risks (which must be previously enforced), up to the maximum coverage provided in these insurance conditions.

This policy can be taken out up to the same day of embarkation.

Art. 1.2 - INSURED RISKS

This insurance coverage only guarantees material and direct damage found on the following parts of the vehicle:

- bodywork;
- tyres;
- windows;
- external accessories;

suffered by the vehicles transported on board the Motor Vessels, exclusively during the following phases:

- navigation,
- embarkation and disembarkation activities.

It is expressly understood that only the damages relating to those events reported to the Captain of the ship and/or to the ship's Purser and/or to the Officer on board in charge during parking of the vehicle on board the ship or during the disembarkation operations will be indemnified immediately after the event.

Art. 1.3 - MAXIMUM AMOUNT INSURED

The Company reimburses the damages caused during the navigation period and/or during the embarkation and disembarkation activities onto/from the Motor Vessels **up to a ceiling of €5,000.00 for each insured vehicle, without prejudice to the provisions of art. 11 of the insurance conditions for the case of an event affecting several Insured Parties.**

Art. 1.4 - UNCOVERED AMOUNT AND DEDUCTABLE

This insurance coverage is provided without the application of any uncovered amount and/or deductible.

SECTION IV - ACCIDENT REPORT AND INDEMNITY

This section provides the rules and procedures for reporting an accident and obtaining compensation

Art. 1 - WHAT TO DO IN THE EVENT OF AN ACCIDENT

In the event of an accident, the Insured Party must send a written report to the Company at the following address within 5 days of the date of occurrence of the accident or from when the Insured Party became aware thereof:

Nobis Compagnia di Assicurazioni S.p.A.
Viale Gian Bartolomeo Colleoni 21
20864 AGRATE BRIANZA (MB)
Tel. +39.039.9890723

Indicating and attaching: First Name and Surname, address, telephone number, tax code, policy number, place of contact, original ticket, date and place of the event, vehicle registration number, copy of the vehicle registration document, description of the event with photographs of the damage immediately afterwards as well as any witnesses to the event.

It is always mandatory to immediately inform the Company's Operations Centre by telephone and send the original report to the Master of the vessel and/or to the ship's Purser and/or to the Officer on board in charge while the vehicle is parked on the vessel or before disembarkation.

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

IN CASE OF DAMAGE TO THE VEHICLE

- original of the transport ticket;
- copy of the vehicle registration document,
- description of the event with photographs of the damage suffered as well as any witnesses to what happened.
- policy number.
- the original report sent to the Captain of the vessel and/or to the ship's Purser and/or to the Officer on board in charge while the vehicle is parked on the vessel or before disembarkation;

IMPORTANT NOTE

- **The originals of the repair invoices as well as the originals of any expenses incurred following the accident must always be provided to the Company.**

The Company reserves the right to request any further documentation necessary for a correct assessment of the reported accident. **Failure to produce the documents listed above, relating to the specific case, may result in complete or partial forfeiture of the right to reimbursement.**

- It is necessary to notify the Company of any change in risk that may occur after signing of the contract.

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

Important!

In each case of claim, together with the documentation, the Insured Party sends the Company the details of the current account to which they wish the reimbursement or indemnity to be credited (current account number, bank, address, agency number, ABI, CAB and CIN codes).

For any complaints, please write to:

Nobis Compagnia di Assicurazioni S.p.A.
Complaints Office
Centro Direzionale Colleoni
Viale Gian Bartolomeo Colleoni, 21
20864 Agrate Brianza - MB - fax 039/6890.432 - reclami@nobis.it

In case of no response, please write to:

IVASS - User Protection Service
Via del Quirinale, 21
00187 ROME (RM)

REGULATORY APPENDIX

This section refers to the main rules mentioned in the contract so that the Policyholder can better understand the legal references.

ITALIAN CIVIL CODE

Art. 1341 - General contract conditions

The general conditions of the contract prepared by one of the policyholders are effective against the other if at the time of conclusion of the contract the latter was aware of them or should have been aware of them using ordinary diligence.

In any case, if they are not specifically approved in writing, the conditions which establish, in favour of the person who prepared them, limitations of liability, the right to withdraw from the contract or to suspend its execution, or sanction against the other Policyholder forfeitures, limitations on the right to raise objections, restrictions on contractual freedom in relations with third parties, tacit extension or renewal of the contract, arbitration clauses or derogations from the jurisdiction of the judicial authority, are invalid.

Art. 1342 - Contract concluded through forms

In contracts concluded by signing forms, designed to regulate certain contractual relationships in a uniform manner, the clauses added to the form prevail over those in the form if they are incompatible with them, even if the latter have not been deleted.

The provision of the second paragraph of the previous article is also observed.

Art. 1455 - Importance of non-fulfilment

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

Art. 1892 - Inexact declarations and reticence with willful misconduct or gross negligence

Inaccurate declarations and reticence by the Policyholder, relating to circumstances such that the insurer would not have given its consent or would not have given it under the same conditions if it had known the true state of affairs, are cause for cancellation of the contract when the Policyholder has acted with willful misconduct or gross negligence.

The insurer forfeits the right to challenge the contract if, within three months from the day on which it became aware of the inaccuracy of the declaration or the reticence, it does not declare to the Policyholder its intention to appeal.

The insurer is entitled to the premiums relating to the insurance period in progress at the time the cancellation is requested and, in any case, to the premium agreed for the first year. If the accident occurs before the period indicated in the previous paragraph has elapsed, the insurer is not required to pay the insured sum.

If the insurance covers several persons or items, the contract is valid for those persons or items to which the inaccurate declaration or reticence does not refer.

Art. 1893 - Inexact declarations and reticence without willful misconduct or gross negligence

If the Policyholder has acted without willful misconduct or gross negligence, the inaccurate declarations and reticence are not grounds for the cancellation of the contract, but the insurer may withdraw from the contract itself, by means of a declaration to be made to the Insured Party within three months from the day on which it became aware of the inaccuracy of the statement or of the reticence.

If the accident occurs before the inaccuracy of the declaration or the reticence is known by the insurer, or before it has declared that it is withdrawing from the contract, the sum due is reduced in proportion to the difference between the agreed premium and what would have been applied if the true state of affairs were known.

Art. 1894 - Insurance in the name or on behalf of third parties

In insurance in the name or on behalf of third parties, if these are aware of the inaccuracy of the declarations or reticence relating to the risk, the provisions of art. 1892 and 1893 apply.

Art. 1898 - Increased risk

The Policyholder must immediately inform the insurer of any changes which aggravate the risk in such a way that, if the new state of affairs had existed and had been known by the insurer at the time of conclusion of the contract, the insurer would not would have allowed the insurance or would have allowed it for a higher premium.

The insurer may withdraw from the contract by giving written notice to the Insured Party within one month from the day on which it received the notice or otherwise became aware of the increase of the risk.

The withdrawal of the insurer has immediate effect if the increase is such that the insurer would not have consented to the insurance; it takes effect after fifteen days, if the increase of the risk is such that a higher premium would have been required for the insurance. The insurer is entitled to the premiums relating to the insurance period in progress at the moment in which the declaration of withdrawal is communicated.

If the accident occurs before the times for communication and for the effectiveness of the withdrawal have elapsed, the insurer is not liable if the increase of the risk is such that it would not have allowed the insurance if the new state of affairs had existed at the time of the contract; otherwise, the sum due is reduced, taking into account the ratio between the premium established in the contract and that which would have been fixed if the greater risk had existed at the time of the contract itself.

Art. 1901 - Non-payment of premium

If the Policyholder does not pay the premium or the first instalment of the premium established by the contract, the insurance will remain suspended until twenty-four hours of the day on which the Policyholder pays what is owed by the same.

If on the agreed deadlines the Policyholder does not pay the subsequent premiums, the insurance will remain suspended from twenty-four hours of the fifteenth day after that of the deadline.

In the cases envisaged by the two preceding paragraphs, the contract is terminated by law if the insurer, within six months from the day on which the premium or instalment is due, does not take action to collect it; the insurer is only entitled to payment of the premium relating to the current insurance period and reimbursement of expenses. This rule does not apply to life insurance.

Art. 1913 - Notice to the insurer in the event of an accident

The Insured Party must give notice of the accident to the insurer or to the agent authorised to conclude the contract, within three days from the day on which the accident occurred or of the Insured Party becoming aware of it. The notice is not necessary if the insurer or the agent authorised to conclude the contract intervenes within the afore-mentioned period in the operations of rescue or of ascertainment of the accident.

In livestock mortality insurance, unless otherwise agreed, notice must be given within twenty-four hours.

Art. 1915 - Non-fulfilment of the notice or rescue obligation

The Insured Party who, fraudulently, fails to fulfil the obligation of notice or rescue loses the right to indemnity.

If the Insured Party culpably fails to fulfil this obligation, the insurer has the right to reduce the indemnity based on the injury suffered.

Art. 1916 - Right of subrogation of the insurer

The insurer who paid the indemnity is subrogated, up to the amount of the same, in the rights of the Insured Party towards the responsible third parties.

Except in the case of willful misconduct, subrogation does not take place if the damage is caused by the children or ascendants of, by other individuals who are related by blood or by marriage to the Insured Party permanently cohabiting with them or by servants.

The Insured Party is liable to the insurer for any damage caused to the right of subrogation.

The provisions of this article also apply to insurance against accidents at work and against accidental misfortune.

Art. 2952 - Prescription on insurance matters

The right to payment of the premium instalments lapses in one year from the individual due dates.

The other rights deriving from the insurance contract lapse in two years from the day on which the event on which the right is based occurred, with the exception of the life insurance contract whose rights lapse in ten years.

In civil liability insurance, the period starts from the day on which the third party requests compensation from the Insured Party or brings an action against them.

The communication to the insurer of the claim of the injured third party or of the action proposed by this suspends the course of the prescription until the claim of the injured party has become liquid and payable or the right of the injured third party is not prescribed.

The provision of the previous paragraph applies to the action of the reinsured party against the reinsurer for the payment of the indemnity.

PRIVATE INSURANCE CODE

Art. 166 - Drafting criteria

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

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

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

1. Data controller

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

2. Type of data collected

The data collected are personal data concerning identified or identifiable natural persons pursuant to art. 4, para. 1 of the GDPR and data of particular categories pursuant to art. 9, para. 1 of the GDPR.

3. Purpose

The data is collected for purposes related to the Company's activities as follows:

- purposes related to processing concerning the issuing and management of insurance contracts stipulated with the Company, to the management of obligations regarding compensation for damages, to the fulfilment of specific requests from the data subject. The provision of data is necessary for the pursuit of these purposes as they are strictly functional to the execution of the afore-mentioned processings. The refusal of the data subject may make it impossible for the Company to perform the requested service (nature of the provision *Obligatory*, legal basis *Contractual*);
- purposes related to obligations imposed by laws, regulations and provisions of the Authorities, community legislation. The provision, by the data subject or by third parties, of the data necessary for the pursuit of these purposes is mandatory. Any refusal will make it impossible to establish or continue the contractual relationship to which this information refers (nature of the provision *Mandatory*, legal basis *Legal*);
- purposes related to after-sales activities aimed at assessing the degree of satisfaction of users or of injured parties and for market analysis and research on the services offered. Any refusal would make it impossible for the Company to obtain useful feedback for the improvement of the activities being processed but would not have consequences on the execution of the practices in progress (nature of the provision *Voluntary*, legal basis *Consensual*);
- purposes related to commercial activities for the promotion of insurance services and products offered by the Company and by the Nobis Group such as the sending out of advertising material and commercial communications through the use of traditional communications (for example, paper-based mail and calls with operator intervention), automated communications (such as calls without operator intervention, e-mail, fax, mms, sms, etc.) as well as by inserting advertising and promotional messages in the area of the Company's website reserved for its customers, provided pursuant to art. 38 bis of the IVASS Regulation 35/2010 and subsequent amendments Any refusal would make it impossible for the Company to promote and provide useful information to the data subject but would have no consequences on the execution of the practices in progress (nature of the provision *Voluntary*, legal basis *Consensual*).

4. Processing methods

I the data are processed based on principles of correctness, lawfulness and transparency.

The Company guarantees the confidentiality, integrity and availability of the personal data collected and the non-visibility and non-accessibility from any public access area.

II processing is performed in an automated and/or manual form by persons specifically appointed, in compliance with the security of the processing as required by art. 32 of the GDPR.

The Company implements organisational and technological measures suitable for this policy to be followed within the company in order to protect the personal data collected.

The processing and storage of data will be performed in Italy. At the explicit request of the data subject, the personal data processed could be transmitted to foreign subjects involved in the processing of the files, except for impediments dictated by stringent legislation, manifest lack of the receiving subject of security measures aimed at protecting the confidentiality of the information transmitted and indications of the Authorities.

5. Profiling

The Company does not carry out profiling activities using the personal data collected relating to the purposes referred to in paragraph 3.

6. Communication and dissemination of data

The personal data processed for the above purposes may be communicated to the following categories of subjects:

- internal subjects of the Company assigned to the afore-mentioned processings;
- external subjects to support the processings such as doctors and health bodies, experts, workshops and body shops, subjects belonging to the Company's distribution network;
- other corporate functions or external subjects of an ancillary or instrumental nature, such as consortium companies belonging to the insurance sector, banks and finance companies, reinsurers, co-insurers, companies responsible for the delivery of mail, subjects involved in tax, financial, legal, IT, data retention, auditing and certification of the financial statements consultancy and assistance;
- subjects appointed by provisions of the Supervisory Authorities to collect data policies for statistical, anti-fraud, anti-money laundering and anti-terrorism purposes.
- parent companies and/or affiliates of the Company;
- Public control, surveillance and public safety authorities.

No form of dissemination of the collected data is envisaged.

7. Retention period

The personal data collected is entered into the company database and stored for the period of time permitted, or imposed, by the applicable regulations in the management of the contractual relationship and for the time necessary to ensure legal protection, for you and for the Data Controller at the end of which they will be deleted or made anonymous within the time established by law.

If the data subject withdraws consent to specific processing, the data will be deleted or made anonymous within 30 working days of receiving the revocation.

8. Rights of the data subject

The data subject can assert the rights provided for by art. 15 (right of access of the data subject), by art. 16 (right of correction), by art. 17 (right to deletion, "right to be forgotten"), by art. 18 (right of limitation of processing), by art. 20 (right to data portability) and by art. 21 (right to object) of Regulation 2016/679, by contacting by registered letter with return receipt addressed to the operational headquarters in Agrate Brianza (MB), at the Human Resources Department, or by e-mail to the addresses info@nobis.it or nobisassicurazioni@pec.it.

The data subject also has the right to lodge a complaint directly with the Guarantor Authority for the protection of personal data, within the times established by current legislation and following the procedures and indications published on the official website of the Authority on www.garanteprivacy.it.



Nobis Compagnia di Assicurazioni S.p.A.

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