

# **INSURANCE CONDITIONS DD10**





#### **GLOSSARY**

**Insured:** the individual whose interests are covered and protected by the insurance.

**Insurance:** the insurance contract.

**Assistance:** timely assistance or help, in money or in kind, provided that the insured person is in difficulties following the occurrence of an accident, organised through the Operations Centre.

**Baggage:** clothing, sporting goods and personal hygiene items, photographic and video equipment and its case, handbag, a backpack that may contain them and which the insured may take with him/her on the trip.

**Travelling companion:** the insured person who, while not having family ties with the insured who suffered the incident, is listed on the same journey of the insured.

**Operations Centre:** the organisational structure of Inter Partner Assistance SA - General Agent for Italy - Via Carlo Pesenti, n. 121 - 00156 Rome - made up of human resources and equipment, available 24 hours of every day of the year, providing telephone contact with the insured, organising intervention in-situ and to carry out, with costs borne by the Company, any assistance provided for in the Policy.

**Policyholder:** the person who takes out the insurance policy. In the case of a natural person, a person of legal age with legal capacity to act.

#### Destinations:

- Italy: the Italian Republic, the Republic of San Marino and the Vatican City State.
- **Europe**: the countries of geographical Europe (including Italy and the Russian Federation) and the Mediterranean (Algeria, Canary Islands, Cyprus, Egypt, Israel, Lebanon, Libya, Madeira, Morocco, Syria, Tunisia and Turkey).
- World: all countries of the world including Europe.

**Home:** the place where the insured lives or has established the headquarters of his/her business and interests.

**Day hospital:** hospitalisation that does not involve an overnight stay, but is documented by medical records, at an authorised medical facility having beds devoted to hospital use.

**Abroad:** all countries of the world, except Italy.

**Event:** the occurrence that caused or has given rise, directly or indirectly, to one or more claims.

**Relative:** a person related by kinship to the insured (spouse, children, father, mother, brothers, sisters, grandparents, in-laws, sons-in-law, daughters-in-law, uncles, cousins, nephews) and persons permanently living together with him/her in a family unit.

**Excess.** a fixed amount, in absolute number, to be paid by the insured person in the event of a claim or claims.

**Theft:** an offence under Article 624 of the Italian Criminal Code, committed by anyone who takes possession of property belonging to others, depriving its owner of it in order to gain profit for themselves or others.

**Compensation or indemnification:** the sum payable by the Company in event of a claim covered by the guarantees of the policy.

**Injury:** casualty due to fortuitous, violent and external causes that produces objectively noticeable bodily harm, which, as a

consequence, result in the death, permanent injury or temporary disability.

**Healthcare institution:** university hospital, hospital, healthcare facility, day hospital, diagnostic and / or therapeutic clinic, that is duly authorized for diagnosis and treatment. The following are not commonly considered health facilities for diagnosis and care: thermal baths and spas, those that are primarily for dietary purposes, for personal wellness, rehabilitation, convalescence, long-term hospitalisation or stays, facilities for the elderly.

**Illness:** any noticeable impairment of health not due to an injury. **Maximum limit:** the maximum amount, established in the Policy, guaranteed by the Company in the event of a claim.

**Medicines:** are considered to be those listed in the Italian Register of Medicines. The following are not considered to be medicines: parapharmaceutical, homoeopathic, cosmetic and dietary products, galenic preparations, etc., even if prescribed by a doctor.

**Policy:** the document which proves the insurance has been taken out.

**Premium:** the amount owed by the Policyholder to the Insurer.

**Statute of Limitations:** the expiry of the time to exercise the same right within the time allowed by law.

**Robbery:** the theft of movable objects from the owner, with violence or threat to his/her person.

**Residence:** the place where the insured has established his/her dwelling as indicated on the certificate of residence.

**Hospitalization:** a stay in a healthcare institution that is duly authorised to provide hospital care, covering at least one overnight stay, or a day hospital.

**Deadline:** the date the contract expires in all its effects.

**Deductible:** the part of indemnifiable damage under the terms of the policy, calculated as a percentage, that remains the responsibility of the insured per claim.

**Casualty:** the occurrence of the damaging event, in an uncertain future, for which insurance has been given.

**Company:** INTER PARTNER ASSISTANCE S.A. General Representative for Italy - Via Carlo Pesenti 121-00156 Rome.

**Third parties:** any person not falling within the definition of "relative".

**Travel:** a trip, stay or location resulting from the relative contract or travel document.

# ART. 1. DECLARATIONS CONCERNING RISK CIRCUMSTANCES

Inexact statements or reticence by the policyholder and the insured concerning the circumstances that influence the risk assessment, may lead to the total or partial loss of the right to compensation, and also termination of the Insurance, pursuant to art. 1892, 1893 and 1894 of the Italian Civil Code.

# ART. 2. OTHER INSURANCE

If the same risk is covered separately by multiple insurance policies with different insurers, the insured must notify each insurer of all the other insurance policies. If the insured intentionally fails to notify the insurers, the latter are not obliged to pay the compensation. In the event of a claim, the insured must notify all insurers pursuant to Article 1913, specifying the names of the other insurers. The insured person may claim compensation from each insurer in accordance with the terms of





the respective contract with each insurer, provided that the total amount collected does not exceed the amount of the loss. The insurer that has paid shall be entitled to recourse against the others for the proportional distribution of the indemnities due under the respective contracts. If an insurer is insolvent, its share is divided among the other insurers.

#### ART. 3. DURATION OF INSURANCE COVERAGE

For trip cancellation coverage, the policy becomes effective for each insured person starting at 00:00 of the day the trip is booked, and ends at 24:00 on the day travel is to commence or up to the start of the trip itself, provided that application occurs during the validity period of the policy.

For assistance, medical expenses and baggage, the policy becomes effective for each insured person starting at 00:00 on the date the trip begins and ends at 24:00 on the day the insured returns from the trip, and in any case no later than 30 days after the start of the trip, provided that activation occurs during the validity period of the policy.

In case of Policy cancellation, the date of termination of the agreement is the last effective day of coverage of new insured, since the management of portfolio queues is foreseen.

Any activation subsequent to this date will not be considered valid with respect to coverage under this Policy.

#### ART. 4. RISK INCREASE

The Policyholder must inform the Company in writing of any risk increase. Risk increases that are not known or not accepted by the Company may lead to the total or partial loss of the right to compensation, and also termination of the Insurance, pursuant to art. 1898 of the Italian Civil Code.

#### REFUND OF COSTS FOR SERVICES UNDULY ART. 5. RECEIVED

The Company reserves the right to request the Insured/Policyholder the refund of the costs incurred to carry out policy services that are proven at a later date not to be due, as set forth by the agreement or by law.

# ART. 6. PAYMENT CURRENCY

The indemnities are paid in Italy, in Euro. For expenses incurred outside the Euro area, the reimbursement will be calculated using the official exchange rate for the day the expenses were incurred.

#### ART. 7. COMPETENT COURT

Competent court is the place of residence of the Insured or Policyholder.

### ART. 8. PRESCRIPTION TERM

The prescription term of rights concerning this Policy is two years, as set forth by art. 2952 of the Italian Civil Code.

## ART. 9. DOCUMENTATION

The Company has the faculty to request additional documents compared to those foreseen in the contract for liquidation purposes, and does not lose the right to claim, at any time and any circumstance, any exceptions also after initiating to settle the warranty claims.

# ART. 10. NON-USE OF SERVICES / LIABILITY LIMITS

In case of non-enjoyed or partially enjoyed services as decided by the Insured or due to his/her negligence, the Company is not liable to provide any further assistance or compensation other than the stipulated one. The Company will not be liable for damages for non-executing or delaying the execution of services due to the intervention of the Authorities in the country where assistance is offered, or in case of force majeure or other unforeseeable and fortuitous circumstance.

#### ART. 11. REFERENCE TO LAWS

For anything not expressly covered in this contract, the relevant provisions of Italian law shall apply.

#### ART, 12. INSURED

Individual customers who purchase travel directly from the Policyholder or through reseller agencies. Individual customers shall be considered equivalent to the Policyholder when exercising their rights under the contract.

# Art. 13. PURPOSE OF THE INSURANCE

The Company provides the coverage specified in the following sections:

# A. ASSISTANCE AND MEDICAL EXPENSES WHILE TRAVELLING (BRANCHES 02 AND 18)

**BAGGAGE (BRANCH 07)** 

#### **CANCELLATION OF TRIP (BRANCH 16)** С.

The maximum duration of insurance coverage for all destinations is 30 days.

# A. ASSISTANCE AND MEDICAL EXPENSES WHILE TRAVELLING

A.1 - Purpose of the insurance

In the event of illness or an injury while travelling, the Company, through its Operations Centre which is available 24 hours a day, organises and provides the following services:

#### TRAVEL ASSISTANCE

The indicated limitation amounts must be considered per insured, claim and insurance period, given the sub limits set out below.

a) MEDICAL CONSULTATION BY TELEPHONE. The Operations Centre is available to the insured to organize a medical consultation by telephone in the event of a sudden emergency while travelling.

### b) sending a doctor or an ambulance in the event of an emergency (only valid in Italy)

If the Operations Centre medical service deems it necessary and a medical examination of the insured cannot be postponed, the Operations Centre will send an approved local general practitioner to the scene, or if a doctor is not immediately available, it will arrange an ambulance to transfer the insured to the closest first aid centre. The cost of this service is borne by the Company.

N.B.: It is understood that in an emergency the Operations Centre helpline cannot in any way be a substitute for Official Emergency Services (118), nor will it assume any of the costs incurred.

### c) RECOMMENDING A MEDICAL SPECIALIST (valid only abroad)

If, following a medical consultation by telephone, the insured need to undergo specialist treatment, the Operations Centre helpline will provide, consistent with local availability, the name of a specialist doctor in the location closest to the place where the insured is located.

#### d) TRANSFER – PATIENT REPATRIATION

If the medical service of the Operations Centre recommends that the transfer of the patient, following a clinical analysis and in agreement with the attending physician on site, the Operations Centre will organise:

- transfer of the patient to the nearest suitable medical facility;
- transfer from the medical facility to the residence of the insured;
- the repatriation to Italy of the insured patient if conditions allow and require it:

with the necessary assistance during transport with medical or paramedical personnel.

the patient transfer will be made, with all expenses paid by the Company, using the most appropriate means at the discretion of



the Operations Centre. These may include:

- air ambulance, exclusively for the return to Italy and if the claim has taken place in Europe;
- airline, possibly stretchered;
- first-class train and, if necessary, sleeper;
- · ambulance, unlimited mileage;
- other means of transport.

Excluded from the service are:

- illnesses or injuries which, in the opinion of the medical service of the Operational Centre, can be treated on site or at least do not prevent the continuation of the travel;
- infectious diseases if transportation implies violation of national or international health regulations;
- all cases where the insured or his/her family members have voluntarily signed the waiver against the advice of the doctors with whom they were hospitalised;

The Company shall have the right to request any unused travel ticket for the return of the insured

#### e) TRANSFER OF THE OTHER INSURED PARTIES

If following the Transfer – Patient repatriation service, or in case of death of the insured, the travelling companions were not objectively able to return to their place of residence in Italy via the means initially planned for, the Operations Centre helpline will provide them a first-class train ticket or economy class airfare. The service shall be provided on the condition that the relatives and travelling companions are insured. The Company shall have the right to ask them for any unused travel tickets for the transfer.

Maximum limit: Italy € 1,000.00 – Europe € 1,500.00 – World: € 2,000.00

#### f) SENDING URGENT MEDICATIONS (valid only abroad)

If the insured needs medications regularly registered in Italy but it is not available in the immediate location or it cannot be replaced with a suitable local medicinal equivalent, the medical service of the Operations Centre will accept to send the medicines via the quickest means possible in compliance with the rules and deadlines that regulate the transportation of medicines and drugs. The Company will bear the cost of shipping, while the cost of drugs is borne to the insured.

# g) travel of a relative IN THE EVENT OF HOSPITALISATION

If the insured, travelling alone or with a minor, is hospitalized with an expected stay of more than 10 (*ten*) days, the Operations Centre helpline will provide a round-trip ticket (*first class train or economy class air travel or other means at its sole discretion*) to enable a relative, who is in Italy, to reach the insured who has been admitted to hospital.

This includes hotel expenses (bed and breakfast) for the family member up to the amount of  $\leqslant$  260.00 with a maximum of  $\leqslant$  52.00 per day.

# h) extension of stay

they are also insured.

If the insured is unable to return to Italy on the pre-established date due to:

- hospitalisation with an expected stay of more than 7 (seven) days;
- theft or loss of passport needed to return supported by an official report issued by the local law enforcement authorities; the Company will bear the hotel expenses (overnight stay and breakfast) of the insured and travelling companions, provided

Maximum limit: A maximum of 10 nights with a limit of € 1,000.00

# i) transfer of the insured convalescent to his home

If the Insured following discharge from hospital is not able to return to his/her place of residence by the means initially planned, the Company will organize and take responsibility for the transfer expenses. The coverage is also extended to relatives and a

travelling companion.

The maximum limit for the return of relatives and travelling companion: Italy € 500.00 - Europe € 750.00 - World € 1,000.00

### j) REPATRIATION OF REMAINS UPON DEATH ABROAD

In the event of death of the insured during the travel, the Operations Centre will organize and carry out the repatriation of the body up to the burial site in Europe.

Shipping will be done according to international standards and after fulfilling all formalities at the place of death. The Company will bear the costs of transport, excluding costs related to the funeral, interment or cremation. The Company will also bear the cost of the round-trip ticket of a relative to reach the place where the event occurred and the cost of one overnight stay at the closest hotel.

#### k) EARLY RE-ENTRY

If the Insured needs curtail his/her trip and return to his/her home in Italy prior to the scheduled date and with a means other than that originally planned, due to death or hospitalization of a family member with prognosis of more than five days, the Operations Centre will arrange for the return and be responsible for the relative expenses thereof. Coverage also applies to the return of a travel companion provided they are also insured.

Maximum limit: Italy € 550.00 - Europe € 2,000.00 - World: € 2,000.00

# I)Advance expenses for urgent needs in the event of theft, MUGGING, ROBBERY, or loss of means of payment(only valid abroad)

If, during the travel, the insured has to incur unforeseen necessary expenses (hotel stay, car rental, travel tickets, restaurant, etc.) and is unable to do so directly and immediately due to theft, mugging, robbery, theft or loss of their means of payment, the Operations Centre helpline may advance, through direct payment to the supplier, the amounts shown on the corresponding tax document (invoice) within the established limit. The insured must send a copy of the report of the crime provided by the local authorities in situ. The insured will have to make arrangements to repay the amounts advanced by the Company within 30 (thirty) days of the payment of the same. This service is not available:

- in countries where the Company has no branches or correspondents;
- when the insured is not able to provide adequate bank guarantees for repayment, or deemed as such at the sole discretion of the Company;
- cases in which money transfers abroad are considered a violation of either the applicable Italian regulations or those in force in the destination country.

Maximum limit: € 1,000.00

# m) CREDIT CARD PROTECTION (valid only abroad)

In the event of theft or loss of credit cards of the insured, the Operations Centre by specific request, shall put the insured in contact with the issuing Institutions to start the necessary procedures to block lost or stolen credit cards. The insured is responsible for completing the blocking procedure in accordance to individual card issuers procedures.

### n) ADVANCE OF LEGAL ASSISTANCE EXPENSES (valid only abroad)

If the insured person is arrested or threatened with arrest and in need of legal assistance, the Operations Centre helpline will provide the insured with a lawyer, in accordance with the local regulations, and advance the payment of the relevant fee. The insured must report the reason for the request and the amount needed. The insured will have to make arrangements to repay the amounts advanced by the Company within 30 (thirty) days of the payment of the same. This service is not available:



- in countries where there are no branches or correspondents of the Company;
- when the insured is not able to provide adequate bank guarantees for repayment, or deemed as such at the sole discretion of the Company;
- cases in which money transfers abroad are considered a violation of either the applicable Italian regulations or those in force in the destination country.

#### Maximum limit: € 500.00

#### o) Advance payment of bail (valid only abroad)

If the Insured is found, while travelling, to be in detention, under arrest or threat of arrest and cannot provide directly to pay the bail fee, the Company may pay on the spot, as an advance on behalf of the Insured, the bail fee. The insured will have to make arrangements to repay the amounts advanced by the Company within 30 (thirty) days of the payment of the same. This service is not available:

- in countries where the Company has no branches or correspondents;
- when the insured is not able to provide adequate bank guarantees for repayment, or deemed as such at the sole discretion of the Company;

cases in which money transfers abroad are considered a violation of either the applicable Italian regulations or those in force in the destination country.

Maximum limit: € 3,000.00

#### **MEDICAL EXPENSES WHILE TRAVELLING**

The indicated limitation amounts must be considered per insured, claim and insurance period, given the sub limits set out below.

MAXIMUM LIMIT: ITALY € 1,000.00 – EUROPE € 5,000.00 –

WORLD € 10,000.00

# BY DIRECT PAYMENT – only if the Operations Centre has been contacted beforehand.

If the insured incurs medical expenses / hospital care or urgent and unavoidable surgery which cannot be postponed, received in situ during the travel, during the coverage period, the Company shall bear the costs with direct payments made by the Operations Centre.

Coverage continues until the date of discharge or until such time as the insured shall be deemed, in the opinion of the Company's medical doctors, in condition to be repatriated. Coverage is provided for a maximum 120 days including the hospital stay.

Where the Company cannot make direct payment, the expenses will be reimbursed provided they have been authorised in advance by the Operational Centre which, in this case, was contacted during the period of hospitalisation.

No refund will be made without prior contact with the Operations Centre helpline.

# THROUGH REIMBURSEMENT – Even without prior authorisation from the Operations Centre, within the sub-limits indicated.

**a)** The Company will reimburse the cost of transport from the scene of the event to the medical centre emergency room or place of first admission.

#### Maximum limit: Italy € 500.00 - Abroad € 2,500.00

**b)** The Company shall reimburse the expenses for medical and / or pharmaceutical visits, diagnostic tests, ambulatory care and / or admission (including day hospital), sustained following an injury or illness occurred while travelling.

In the event of an injury occurring while travelling the Company will also reimburse the expenses for medical and diagnostic tests, provided they are performed within 30 days after the return from the travel.

Maximum limit: Italy € 500.00 - Abroad € 1,000.00

**c)** The Company will reimburse expenses for urgent dental care only following an injury while travelling.

#### Maximum limit: € 150.00

# A.2 - Effective start date and operation of Assistance Service and Medical Expenses during travel

Coverage runs from the moment the travel begins and ends at the end of the trip.

Coverage is provided within the limits of capital and services of the location where the event occurred.

# A.3- Deductible, Medical Expenses during Travel

The compensation the Company will pay the insured upon making a claim, according to the terms of the policy, will be paid after deduction of a fixed deductible of  $\le 50.00$  per claim.

#### **A.4 - Exclusions** ( *in addition to common exclusions*)

The assistance will not be provided in the following cases:

- a) if the insured (or his/her representative) ignores the indications of the Operational Centre, and asks to be discharged from the facility where admitted, against the advice of the doctors or refuses transportation or repatriation. In this last case, the Company will immediately suspend assistance and coverage of additional medical expenses accrued from the day following the refusal of transport / repatriation to Italy.
- a trip made towards an area where, at the time of departure, there is a ban or limitation (even temporary) issued by a competent public authority;
- a travel made for the purpose of undergoing medical / surgical treatment;

Payments will not be made in countries where coverage cannot be provided for political or meteorological reasons.

# Additionally:

# A.4.1 - Travel assistance

The Company takes no responsibility for events resulting from:

- a) failure to contact the Operational Centre helpline or otherwise, without prior authorization;
- extreme journeys in remote areas accessible only with the use of special means of rescue.

### A.4.2- Medical Expenses while Travelling

The Company will not accept responsibility for expenses arising from:

- a) medical rehabilitation and physiotherapy;
- b) the purchase, application, maintenance and repair of prostheses and therapeutic devices;
- c) treatment or removal of physical defects or congenital malformations, for aesthetic applications, for spa and slimming treatments, for dental treatment (except those specified above following an injury);
- d) voluntary termination of a pregnancy;
- e) practice of air sports and the aerial activities in general, extreme sports if not practised with sports organizations and without the required safety criteria;
- f) any sport carried out professionally or which, nonetheless, leads to direct or indirect remuneration;
- g) purchase and repair of glasses, contact lenses;
- h) follow-up visits in Italy for situations resulting from illnesses which started while travelling.

Coverage also does not apply to accidents caused by or due to:

- natural delivery or caesarean section;
- morbidity due to pregnancy beyond the 26th week of pregnancy and childbirth;
- malice of the insured;
- abuse of alcohol or drugs and the use of narcotics and hallucinogens;
- attempted suicide or suicide.



#### A.5 – Provisions and limitations

The insured releases the doctors who examined him/her and the people involved by the policy conditions from professional confidentiality, exclusively for the events covered by this insurance and exclusively to the Company.

#### Additionally:

# A.5.1 - Travel assistance

- a) Assistance services are supplied per event, regardless of the number of insured people involved, within the maximum limits and any sub limits set out in this policy;
- b) the provision of assistance, in accordance with the specific operating conditions, are carried out in consideration of the state of health and the state of necessity, using the means and facilities that the Company believes, in its sole discretion, more appropriate for the purpose;
- c) the Company may not be held responsible for:
  - delays or impediments in the services agreed resulting from Acts of God, according to the provisions of the local authorities or contrary to rules and regulations applicable at the place of payment of benefits;
  - errors arising from inexact communications received by the insured or on his/her behalf;
- d) the Company is not required to pay a compensation to replace the guarantees of assistance due.

#### **B. BAGGAGE**

The indicated limitation amounts must be considered per insured, claim and insurance period, given the sub limits set out below.

# B.1 - Purpose of the insurance

# a) Theft, mugging, robbery, fire, BREAKAGE AND DAMAGE, lost baggage

The Company shall indemnify the insured for material and direct damage resulting from theft, fire, robbery, mugging, breakage, damage or non-delivery of personal baggage by the air carrier. Coverage includes only one claim per travel.

# Maximum limits: ITALY € 500.00 – EUROPE € 750.00 – WORLD € 1.000.00

It should be noted that:

- The Company pays a maximum of € 150.00 per item.
- All photographic/video/optical material (cameras, video cameras, lenses, flashes, batteries, etc.), appliances, and any other electronic equipment are considered collectively as a single object.

# b) Delayed baggage

If baggage is delayed by the airline for more than 12 hours (with respect to the scheduled time of arrival), the Company shall reimburse the purchase of essential items (clothing and personal toiletries items), within the insured capital limits. Coverage includes only one claim per travel.

# Maximum limit per insured: € 150.00

The Company will not reimburse expenses:

- for late delivery of baggage on the flight back to the insured person's usual place of residence;
- incurred after the date the baggage was received.

#### **B.2 – Compensation criteria and limits**

The Company pays compensation to the maximum limit set out.

# **B.3 - Exclusions** (in addition to common exclusions)

The following are excluded from the insurance: computers, mobile phones, media players, sunglasses, televisions, battery chargers, money, precious stones, cheques, stamps, tickets and travel documents, jewellery, precious watches, coins, 'objes d'art', collections, samples, catalogues, goods, food, perishables.

The Company does not indemnify damage:

- a) facilitated by malice or gross negligence by the insured or people of which he/she must respond;
- b) that occurred when:
- the baggage was not property stored in the boot of a locked vehicle;
- the vehicle was not parked overnight, between the hours of 20.00 and 07.00, in a guarded public garage for a fee;
- the theft took place without breaking into the boot of the vehicle;
- the baggage is in a motor vehicle even when stowed in a locked boot;
- c) that occurred while camping;

The following are also excluded:

d) photographic/video/optical kit entrusted to third parties (hoteliers, carriers etc.).

# B.4 - Effective start/end date

Baggage coverage begins at the start of the travel and continues until the end of the same trip. The "Delayed baggage" coverage take effect from the moment the aircraft is boarded (check-in) and ends before the last check-in.

#### **B.5** – Provisions and limitations

The Company determines compensation based on the market value of the items stolen at the time the claim was made. In the event of apparel purchased during the travel, the refund will be the purchase value, provided it is substantiated by appropriate documentation.

### C. TRIP CANCELLATION

#### C.1 - Purpose of the insurance

The Company will indemnify the insured, all his/her relatives and one of his travelling companions, enrolled in the same trip and insure with this policy, the amounts paid (excluding the cost of individual booking and the individual share of the insurance) and not refundable to them, held by the travel organizer according to the Terms and Conditions of the trip, arranged in accordance with the regional laws, if the trip itself must be cancelled due to one of the following circumstances provided it can be documented, is involuntary and unforeseeable at the time of booking:

- a) illness, injury or death
- of the insured or of a relative;
- the co-owner of a company or professional office;
- b) selection of the insured as juror or sworn testimony to appear before the judicial authorities;
- c) inability to reach the place of departure of the trip as a result of:
  - accident to the means of transport during the journey to the departure point;
  - natural disaster.
- d) pandemic that affects the Insured Party, a relative (as defined in the glossary) of the Insured Party or a travel companion (as defined in the glossary);
- e) quarantine that entails unsupervised or supervised isolation of the Insured Party or a travel companion (as defined in the glossary);

### Limit: € 10,000.00 per insured

The Company will reimburse the fee charged:

- to the insured;
- and as long as they are insured and listed on the same policy:
  - to all his relatives;
  - one of his travelling companions.

#### C.2 - Effective start/end date of coverage

Coverage starts from the date of booking / purchase of the travel and is operative until the fruition of the first service for the travel provided by the contract.



#### **C.3 - Exclusions** (in addition to common exclusions)

The Company does not make reimbursements for cancellations caused by:

- a) pre-existing conditions of an evolving nature and their complications or if at the time of booking there is a preexisting conditions or events that could give rise to a claim;
- b) forms of depression;
- c) pregnancy;
- d) complications from a pregnancy if the pregnancy started before the date of booking;
- e) bankruptcy of the carrier or travel agent;

# C.4 - Compensation criteria

The Company will reimburse the cancellation fee:

- a) the existing percentage on the date on which the event occurred. Therefore, if the insured cancels the trip after the event, the majority of the cancellation fee will be at his/her cost. (Article 1914 of the Italian Civil Code);
- b)reserving the right to reduce the compensation by the amount recovered directly by the insured. The Company has the right to take possession of the unused tickets.

#### C.5 - Validity

Coverage is valid only if the contract is underwritten at the same time as the booking / purchase of the travel.

#### **ARTICLE 14. EXCLUSIONS**

Excluded from the terms of this insurance are all the services for which the insured has not sought prior approval from the Operations Centre helpline.

The following are also excluded from any compensation, services, consequences and / or event arising directly or indirectly from:

- a) situations of armed conflict, invasion, acts of foreign enemies, hostilities, war, civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts to usurp power;
- acts of terrorism in general, including the use of any type of nuclear or chemical bomb;
- c) ionising radiation or radioactive contamination from nuclear fuel, or arising from phenomena of transmutation of the nucleus or radioactive, toxic, explosive, or other dangerous features of nuclear equipment and its components;
- d) tornadoes, hurricanes, earthquakes, volcanic eruptions, flooding, nuclear explosions and other natural disasters;
- e) air, water, soil, subsoil contamination, or any other environmental damage;
- f) expenses for the search and rescue of the insured from the sea, lakes, mountains or desert;
- g) malice or gross negligence of the insured, including suicide or attempted suicide;

No (re)insurer will be required to provide coverage, to pay a claim or provide a service in any capacity in the event that the provision of such coverage, payment of the claim or the provision of this service exposes the (re)insurer to any penalty or restriction pursuant to a resolution of the United Nations or under the sanctions, laws or economic and trade embargoes of the European Union, the United Kingdom or the United States of America.

# Art. 15. OBLIGATIONS OF THE INSURED PERSON IN THE EVENT OF AN ASSISTANCE REQUEST

In the event assistance or medical expenses are required during the travel as a result of hospitalisation, the insured, or whoever acts on his/her behalf, must immediately contact the Operations Centre available 24 hours a day by calling the following number:

#### + 39 06 42 115 840

They must also identify themselves as **insured** and provide:

- full personal details of the insured;
- policy number;
- the type of intervention required;
- temporary telephone number;
- Hospital details (name and telephone number, ward where admitted, name of the doctor who took care of the patient);
- address of any relatives / companions travelling with the insured

# ART. 16. OBLIGATIONS OF THE INSURED PERSON IN THE EVENT OF A REFUND REQUEST

For each request for reimbursement, the insured person or the person acting on his/her behalf, must file a claim with the Company within 30 days of their return, providing the Company with all the documentation necessary for managing the claim, without prejudice to the provisions in article 16, and in particular:

- personal details and tax I.D. of the payment recipient (pursuant to Italian Law No. 248 of 4 August 2006);
- name and address of the Bank, IBAN, SWIFT code in the case of a foreign bank account;
- name of account holder if different from the owner of the file;
- place, date and time of the event and the circumstances and the causes that have determined it.

# He will also provide:

#### **■** Refund of medical expenses:

 medical records written on site (medical records, minutes of first aid, medical certificate stating the diagnosis) and related original receipts of incurred medical expenses.

# ■ Theft, mugging, robbery, fire, breakage, damaged and undelivered baggage:

- original copy of the complaint submitted to the competent authorities of the place where the event occurred, along with a detailed list of the stolen, burned or damaged items, and documentation/proof of possession certifying their value, brand, model and approximate date of purchase.
- copy of the PIR report (Property Irregularity Report);

For damage that occurred during air transport, report the problem at the specific airport office and have them provide you with the P.I.R. (PROPERTY IRREGULARITY REPORT).

# ■ Delayed delivery of baggage by the airline:

- copy of the PIR report (Property Irregularity Report);
- copy of the air ticket and baggage ticket;
- receipts for the purchase of essential goods, in original, with detailed list of purchases;

# ■Trip cancellation

- copy of the documentation objectively proving the cause of the waiver/change;
- in the event of illness or accident, first aid and medical certificate reporting the date of the accident or the onset of the disease, the specific diagnosis and prognosis;
- documentation proving the link between the Insured and any other person who has issued the waiver;
- if hospitalised, complete copy of the medical record;
- copy of the catalogue and/or tour program with its rules regarding the penalty
- copy of the travel contract with payment records;
- copy of the booking statement of the reservation and penalty issued by the organizer of the trip;
- original travel documents, for the 100% penalty.



# IMPORTANT REFERENCES

# REFUND REQUESTS

Send the claim and supporting documentation:

- via website at address www.tripy.net

or otherwise

- by post to address

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