

 **AMI Assistance**

**SEMPRE OVUNQUE SUBITO**

Una società del Gruppo Filo diretto

GENERAL INSURANCE CONDITIONS N°6002002281/P

**“TRIP CANCELLATION – ASSISTANCE TO PERSONS –  
ASSISTANCE TO VEHICLES – MEDICAL EXPENSE REFUND  
– BAGGAGE ”**

  
**TTT Lines**  
COMPAGNIA DI NAVIGAZIONE

The present optional policy is valid only if it has been purchased by the passenger upon booking the ticket.

### INFORMATIVE NOTE FOR INSURANCE AGAINST LOSS

In accordance to art. 123 of legislative decree of 17<sup>th</sup> March 1995 n° 175 and in conformity with provisions stated in ISVAP circular letter n° 303 of 2<sup>nd</sup> June 1997.

### INFORMATION ON THE COMPANY

#### Informative note to the policy owner

The present Informative Note has the purpose of providing all the preliminary information required by the contractor to underwrite the chosen insurance with full understanding and grounded judgment.

It is drawn up respecting the provisions set by ISVAP on the basis of norms enacted to safeguard the Consumer of the European Union in the sector of insurance against loss and adopted in the Italian legal system through legislative decree 17<sup>th</sup> March 1995 n°175.

The present note is drawn up in Italian in Italy, except for the faculty of the contractor to request its drawing up in another language.

#### Company name, juridical form of the Company and headquarters

The contract shall be closed with Filo diretto Assicurazioni S.p.A. with headquarters in the Italian Republic in Agrate Brianza (MI) - cap. 20041 - Centro Direzionale Colleoni - Via Paracelso, 14. Any changes shall be promptly communicated in writing to the Contractor by the Company.

#### Authorization to exercise insurance

Filo diretto Assicurazioni S.p.A. is authorized to exercise insurance by a decree of the Ministry of Industry and Commerce and Craftsmanship of 20<sup>th</sup> October 1993 (Official Gazette of 3<sup>rd</sup> November 1993 n° 258).

#### Legislation applied to the contract

The legislation applied to the contract is the Italian one; the Parties have, in any case, the faculty, before the conclusion of the contract, to choose a different legislation, except for limits deriving from the application of national imperative norms and except for the prevailing of specific provisions regarding mandatory insurance foreseen by the Italian legal system.

Filo diretto Assicurazioni S.p.A. applies the Italian Law to the contract that shall be stipulated.

The application of imperative norms of Italian norms remain anyway.

#### Negative Prescription of laws deriving from the contract

According to art. 2952 of the Civil Code, the rights of the Insured (person in whose interest the contract is stipulated) deriving from the contract are prescribed in one year from the day in which the fact on which the law is based occurred and/or the day in which the third has requested the refund to the Insured or has promoted action against this action.

We draw the attention of the Contractor on the need to carefully read the contract before undersigning it.

#### Claims regarding the contract

Any claims regarding the contractual relationship or the management of losses must be sent by the Client to the Claims office of Filo diretto

Assicurazioni S.p.A. - Centro Direzionale Colleoni - Via Paracelso, 14 - 20041 - Agrate Brianza - Mi - fax 039/6892199 - reclami@filodiretto.it. Should the claimant not be satisfied by the outcome of the claim or, in case of no response within the forty-five day time limit, they may call on ISVAP, Servizio Tutela degli Utenti, Via del Quirinale, 21, - 00187 - Roma, presenting the report with documentation regarding the claim dealt with by the Company.

Any controversies on the quantification of the services and assignment of responsibility shall remain of exclusive competence of judicial authorities, as well as the faculty to recur to systems of amicable settlement where present.

Should the Parties choose to apply a different legislation from the Italian one to the contract, the competent organ shall be the one foreseen by the specific legislation.

The Contractor may in any case refer to ISVAP, which shall facilitate communication and relationships with the abovementioned foreign Inspection Organ.

#### Information during the contract

Should, throughout the duration of the contract, there be any variations on information regarding the contract itself, Filo diretto Assicurazioni S.p.A. commits to promptly inform the Contractor of them, as well as to supply any necessary specifications.

#### Warning

The present note is a document whose only value is for informative aims.

### BRIEFING NOTE IN ACCORDANCE TO ART. 13 OF LEGISLATIVE DECREE N° 196/2003

**In conformity with provisions in art. 13 of Legislative Decree 196/2003 and any amendments or integrations (herewith "Privacy Code"), Filo diretto Assicurazioni S.p.A. (herewith Company) shall supply the following Briefing Note.**

#### Regarding personal data about the Client which shall be the object of treatment, the Company specifies that :

- the handling of data is based on the principles of fairness, legality and transparency and to safeguarding the privacy and rights of the Client;
- the treatment of data may also include personal data strictly linked to the contractual relationship, included in the area of "sensitive data" in articles 4 comma 1 letter d) and 26 of the Privacy Code.

#### 1) Aim of the treatment

Personal data provided by the Client, or in any case acquired by Filo diretto Assicurazioni S.p.A. from third parties, even regarding sensitive data in art.4 paragraph 1 letter d) and art.26 of the Privacy Code, are treated by the Company and/or by its appointees, for the following aims:

- a) carrying out business in executing, managing, concluding, fulfillment, of pre-contractual and contractual relations, to provide the assistance requested, as well as to dispatch tasks, such as loss payment, strictly-connected to the insurance business

carried out by the Company to which it is authorized by law;

- b) fulfillment of all the obligations required by laws, regulations, provisions issued by authorities and vigilance and control organs;
- c) carrying out of commercial activities in promoting insurance services and products offered by the Company or by companies belonging to the Filo diretto Group as well as sending advertising material.

#### 2) Method of handling data

The handling of data in object is carried out in the manner foreseen by the Privacy Code, even through authorized information technology and automatic means, in a non-comprehensive manner through operations of collection, registration, organization, storing, processing, selection, comparison, use, interconnection, consultation, communication, cancellation, destruction, block of data, according to principles of safeguard to security/protection, accessibility, confidentiality, integrity.

The data itself shall be handled and retained within the terms set by the law, within the limits and for the methods specified by it.

The handling is carried out directly by the organization of the holder and by persons external to such organization who are part of the distribution chain of the insurance sector, appointed as commissioners/representatives of the Company itself and/or persons who are strictly connected to its running and/or to the fulfillment of activities foreseen by the contract and requested by it (moreover to what specified in point 4).

Data is not subject to disclosure.

Data may be transferred overseas, all over the world.

#### 3) Conferment of data

- a) The conferment of personal data regarding the client, (even of a sensitive nature) is necessary for the conclusion and management of the contract and for a better execution of the contractual services, as well as for the fulfillment of activities strictly linked to the fulfillment of such services, as well as to the management and liquidation of losses.

- b) **The conferment of data may be mandatory on the basis of EU law, regulations, norms.**

Any refusal to the consent expressed on handling of data in points a) and b) causes the impossibility to conclude or execute the contract and/or carry out the services foreseen contractually.

- c) **The conferment of personal data aimed at informing and promoting services and offers of the Company is optional and does not imply any consequences to the contractual relation.**

#### 4) Persons or categories of persons whose data may be disclosed

Data may be disclosed - for the purposes listed in point 1a) and to be submitted to handling with the same aims - in Italy and overseas, to the Company or to companies of the Filo diretto group, persons external to the distribution chain of the Company carrying out tasks linked and instrumental to the management of the



contractual relation, such as correspondents, healthcare bodies, medical and paramedical personnel, trusted personnel, other persons of the insurance sector, such as brokers, coinsurance brokers, reinsurance brokers, agents, subagents, agency producers, insurance middlemen and other channels of insurance purchase, banks, Sims, legal, experts and mechanics, service companies entrusted with the management, liquidation and payment of services, corporate consulting companies, consultants, professional offices, societies and consortiums of the insurance sector, data and service management bodies, factoring and credit collection companies, bodies carrying out data management and means of payment electronically, companies carrying out business in press, transmission, enveloping, transport and filtering of communication to clients, document filing services and companies specialized in data entry services, supply of information technology services, administrative and accounting services, through persons appointed by the company.

The data may be disclosed for the purposes listed in point 1 b) to persons to whom they are to be communicated by law, within the limits and for the purposes foreseen by the law, public bodies and supervising bodies, public and private persons who, on the basis of the standing law, carry out public functions, societies and consortiums of the insurance sector and thus, as an example, Ania, ISVAP, Ministry of Industry, Commerce and Craftsmanship, CONSAP, UCI, Supervising Commission of pension funds, Ministry of Labor and Social Security or other databanks regarding whom disclosure of data is mandatory (e.g. Ufficio Italiano Casellario Centrale Infortuni, Motorizzazione Civile e dei trasporti in concessione).

Data may be disclosed for the purposes listed in point 1 c) to companies of the Filo diretto group (holding companies, subsidiaries and affiliates in accordance with law provisions in force), as well as to Filo diretto group appointees.

### 5) Rights of the concerned regarding the handling of personal data (art.7 of the Privacy Code)

Art.7 of the Privacy Code confers to the Client some specific rights among which the one to be aware, at any moment, of which data, as well as its use, is held by the company or held by persons to which they are sent or which may acquire them being in charge or entrusted by the company; the Client has also the right to have the data updated, integrated, corrected or cancelled, to have it blocked and to oppose to its handling for legitimate reasons and for the aim of commercial information or sending of advertising material.

To exercise such right the client may contact Filo diretto Assicurazioni S.p.A. directly with headquarters in Via Paracelso 14 - 20041 Agrate Brianza (MI).

### 6) Beholder of handling

Beholders of data handling are Filo diretto Assicurazioni S.p.A. with headquarters in Via Paracelso 14 - 20041 Agrate Brianza (MI) through its legal representative, and each of the companies of the Filo diretto group which carry out handling in an automatic way with direct

responsibility.

### DEFINITIONS

The Parties conventionally assign the meanings specified herewith to the following expressions:

**AMI ASSISTANCE:** Agency of the Company.

**INSURED:** The person whose interest is protected by the insurance, that is, every person regularly communicated to the Company who purchases the present policy together with the booking of the ticket.

**INSURANCE:** The insurance contract.

**AVERAGE:** The loss suffered by luggage due to breaking, collision, clash against fixed or moving objects.

**LUGGAGE:** items of clothing, sports equipment and items for personal hygiene, photographic and video equipment as well as the suitcase, the bag, the rucksack which could contain them and which the Insured carry with them on the trip.

**OPERATIVE CENTRE:** The unit of the company, operating 24 hours, which organizes and issues the assistance services included in the policy, upon request of the Insured.

**CONTRACTOR:** TTT LINES SPA.

**EUROPE:** All European States as well as: Algeria, Cyprus, Egypt, Israel, Lebanon, Libya, Madera, Morocco, Syria, Tunisia, Turkey.

**OVERSEAS:** All States other than those listed under the definition Italy.

**FRANCHISE:** Part of the payable loss which is always charged to the Insured.

**THEFT:** Is the crime, provided for in art. 624 of the criminal code, committed by whoever takes possession of a mobile good owned by others, purloining it from the beholder, in order to profit from it personally or for others.

**INDEMNITY:** The sum owed by the company in case of loss.

**INJURY:** The event, due to accidental, violent and external causes, which produces physical severance objectively deemed whose direct and exclusive consequences have determined the death or permanent invalidity.

**ITALY:** The territory of the Italian Republic, the Vatican City and the Republican of San Marino.

**ILLNESS:** The alteration of the state of health not due to injury.

**PREEXISTENT ILLNESS:** illness which is the expression or direct consequence of chronic pathologic situations or preexisting at the beginning of the trip.

**WORLD:** All the Nations other than those included in the definitions of Italy and Europe.

**FAMILY HOUSEHOLD:** The spouse/cohabitant and dependant children of the Insured.

**POLICY:** The document which proves insurance.

**PREMIUM:** The sum owed by the Contractor to Company.

**HOSPITALIZATION:** ambulation in an Institute of cure which requires at least one night accommodation.

**RESIDENCE:** The place in which the Insured have their habitual domicile.

**LIMIT:** The amount which, for each loss, is charged to the Insured, in a percentage on the refundable loss under contractual terms.

**LOSS:** The occurrence of a harmful fact against which the insurance guarantee acts.

**COMPANY:** Filo diretto Assicurazioni S.p.A.

**THIRD PARTIES:** Any person excluding the spouse/ cohabitant, legitimate next-of-kin, be

they natural or adoptive of the Insured as well as, other relatives living with them.

**VEHICLE:** the cars, motorcycles, caravans, trailers or caravans, campers, for private use of an overall weight below 35 tons, owned by the Insured (excluding rental), conforming to the law and which have been submitted to the mandatory technical checks.

## NORMS REGULATING INSURANCE IN GENERAL

### ART. 1 - OTHER INSURANCE

The Insured shall inform the Company in writing of any other insurance and its successive underwriting for the same risk; in case of loss, the Insured shall notify all the insurance brokers, indicating to each the name of the others, in accordance to article 1910 of the Civil Code.

### ART. 2 - PROFESSIONAL SECRECY

Upon reporting the loss, with particular reference to handling of data, which may even be sensitive and/or regarding third parties, the Insured shall consent to the handling including specific authorization to physicians thus exempting them from professional secrecy".

### ART. 3 REFERENCE TO THE LAWS

The insurance shall be regulated by Italian law. For everything else that is not otherwise specified herein, shall be regulated by the laws in force.

## GENERAL INSURANCE CONDITIONS

### ART. 1 - VALIDITY COMMENCEMENT AND DURATION OF WARRANTIES

The present policy is valid exclusively if underwritten by the Insured upon booking at the TTT LINES SPA booking-office.

The Trip Cancellation Warranty commences upon booking the ticket and terminates upon using the first service contractually accepted in the trip agreement.

Other warranties are valid for trips taken for tourist, study or business purposes and are deemed operative for the period between the dates of departure/return foreseen on the TTT LINES SPA ticket bought by the Insured and, in any case, up to a limit of 60 days from the date upon which the trip begins. The warranties are effective from the moment upon which the trip begins from the residence/domicile of the Insured to reach the port of boarding as long as the trip has a maximum duration of 48 hours and terminates upon returning to the residence of the Insured (maximum duration of the return trip of 48 hours after disembarkment).

### ART. 2 - TERRITORIAL COVERAGE

The Insurance is valid in the country or in the group of countries where the trip is taken and where the Insured has suffered the loss which originated the right to the service.

### ART. 3 - EXCLUSIONS

Exclusions include every consequence and/or event deriving, directly or indirectly, from :

- strikes, rebellions, population turmoil, curfew, blocking of borders, retaliation, sabotage; terrorism, war, revolts;



- every foreseeable and/or pre-existing fact or circumstance upon booking the ticket;
- willful deception of the Insured;
- abuse of alcoholic beverages;
- non-therapeutic use of drugs or psychotropic drugs;
- suicide or attempted suicide;
- telluric movements, volcanic eruptions, flooding or other natural phenomena;
- natural or provoked energy transformations or adjustments of the atom, and accelerations of atomic particles (nuclear fission or fusion, radioactive isotopes, accelerating machines, X-rays, etc).
- states of chronic illness except for unexpected aggravating circumstances upon departure;
- expenses necessary to undergo medical or surgical treatment during the trip;
- mental and psychic diseases in general including neurotic behavior.
- participation in sports competitions and their annexed trials, unless of a leisurely nature.

#### ART. 4 – LIQUIDATION CRITERIA

Payment of what due contractually, is executed, upon presentation of duly paid original notes, statements and receipts. Upon request of the Insured the Company shall return the aforementioned originals, after having stamped the date and amount of payment.

Should the Insured have presented the original notes, statements and receipts to third parties to obtain refunds, the Company shall carry out the payment of sums owed at termination of the present contract upon proof of the expenses actually borne, net of what is charged to the aforementioned third parties. Refunds shall always be paid in Euros.

#### ART. 5 – CONTROVERSIES

Appraisal of the loss shall be carried out by the Company through a direct agreement between the Parties or, in lack of it, determined by two Experts appointed by each party. Should there be disagreement they shall appoint a third one. Should one of the two Parties not provide to appoint its Expert or not reach an agreement on appointing the third, the appointment shall be made by the President of the Courts of the jurisdiction where the company is based. Each Party bears the expenses of its own expert and half of those of the third expert. Decisions are taken on a majority basis with exemption of any legal formalities and are binding for the Parties, who renounce to take appeal except for cases of violence, willful deception, error or violation of contractual pacts.

#### TRIP CANCELLATION

#### ART.1 OBJECT OF INSURANCE

The Company shall refund the Insured the penalty applied contractually by TTT LINES SPA in accordance with the General Conditions of Transport, for annulment of the ticket on behalf of the Insured as a consequence of unforeseeable circumstances at the moment of booking the ticket caused by:

- death, illness or injury of the Insured or of a fellow traveler indicated by the Insured,

of their spouse-fiancé/ cohabitant, parents, brothers or sisters, children, parents-in-law, sons-in-law, daughters-in-law, grandparents, uncles and aunts as well as nephews until the 3<sup>rd</sup> degree relatives, sons and daughters-in-law, joint-partner of the Insured's company or their direct boss, of such a seriousness as to induce the Insured not to undertake the trip due to the health conditions or the need to offer assistance to the abovementioned persons who are ill or injured.

- material loss to the dwelling, the office or company of the Insured which render their presence invaluable and undefeatable;
- impossibility of the Insured to reach the place of departure following serious natural disasters declared by competent authorities.
- breakdown and/or accident of their means of transport occurring in the 48 hours prior to boarding which prevents the Insured from reaching the place of departure for the trip;
- Summoning of the Insured by Public Authorities;
- Impossibility to of the Insured to use already planned vacations following hiring or dismissal on behalf of an employer including temporary unemployment or redundancy;
- Impossibility to reach the chosen destination following hijacking caused by acts of air piracy;
- Impossibility to undertake the trip following its change of date: due to school or professional qualification exam sessions, participation in open public competitions, wedding;

In case of a pre-constituted groups of participants to the trip booked on the same dossier a refund for cancellation is granted to the Insured who shall undertake the trip alone due to the cancellation for illness or injury on behalf of all the other insured persons who should have traveled with them.

#### ART. 2 – LIMIT AND FRANCHISE

Insurance covers amounts up to the total cost of the ticket including tax and boarding and landing duties without deduction of any franchise.

#### ART. 3 – COMMITMENTS OF THE INSURED IN CASE OF LOSS

The Insured or whoever on his behalf is obliged within 12 midnight of the second day following the day after the event (by this meaning the occurrence of the causes determining the cancellation of the trip), to immediately report it by phone contacting the telephone number **800-335747** operative 24 hours a day specifying their personal details and telephone number, the TTT LINES SPA ticket number and the reason for cancelling.

The Insured is also obliged to immediately inform the Travel Agency where the trip was booked.

The Insured shall allow the Company all inquiries and ascertainments necessary as well as provide them with all the relevant documentation of the case, to this aim, exempting the doctors who examined and cured them or appointed to

examine the loss from professional secrecy.

Failure to respect such commitments and/or should the doctor trusted by the company ascertain that the Insured's conditions not be serious enough to prevent their participation to the trip and/or in case the Insured should lack providing the necessary documents for a correct appraisal of the refund request, this may bring about the total or partial loss of the right to indemnity.

It is understood that calculation of indemnity is equal to the termination amount at the date on which the event occurred; any higher amount for termination, debited to the Contractor as a consequence of a delay on behalf of the Insured in signaling cancellation of the trip, shall remain charged to the Insured.

#### MEDICAL EXPENSE REFUND

#### ART. 1 OBJECT OF THE INSURANCE

Within the limit per Insured of € 1.000,00 for Trips in Italy and € 5.000,00 for trips in the rest of the world medical expenses borne during the trip shall be reimbursed, due to non-preexisting illness or injury occurring during the period of validity of the guarantee regarding: medical fees, dental treatment due to injury within a limit of € 200,00, hospitalizations, surgery, drugs prescribed by a doctor.

In case of hospitalization following injury or illness refundable by the policy; the Operative Centre, upon request of the Insured, shall provide for direct payment of medical expenses.

Any amounts exceeding the limits listed in the policy and all franchises shall remain charged to the Insured who shall pay them directly on the venue.

For amounts exceeding € 1.000,00 the Insured shall ask the Operative Centre for prior authorization.

#### ART. 2 – FRANCHISE AND LIMIT

For each loss a franchise of € 50,00 shall be set and charged to the Insured.

For losses with amounts exceeding € 1.000,00 in case of no authorization from the Operative Centre, and with the Insured being able to prove payment of the expenses through bank transfer or credit card, a franchise of 25% of the amount to be refunded with a minimum of € 50,00 shall be applied.

It is understood that no refund shall be owed should the Insured not be able to prove payment of medical expenses borne through bank transfer or Credit Card.

#### ART. 3 - EXCLUSIONS

In addition to the exclusions provided for by the general conditions, expenses for physiotherapy, nursing, thalassotherapy, slimming and removal of intrinsic physical defects are excluded; expenses regarding glasses, contact lenses, prosthesis and therapeutic devices and those regarding operations and applications of aesthetic nature. The insurance is not operative for expenses borne for voluntary pregnancy interruptions as well as for services and therapies regarding fertility and/or sterility and/or impotence.

#### CHAPTER 5 - ASSISTANCE TO PERSONS

#### ART. 1 OBJECT OF THE INSURANCE



The Company undertakes within the limits agreed in the policy, to immediately provide the Insured, through the use of personnel and equipment of the Operative Centre, the insured service should the Insured find themselves in trouble following an illness or a random event. The help may of services in money or in nature.

### ART. 2 – TELEPHONE MEDICAL CONSULTANCY

Following an illness, should the state of health of the Insured need to be ascertained, the Company shall provide the Medical Service of the Operative Centre for contacts or the ascertainments necessary to face the first health emergency.

### ART. 3 – SENDING A DOCTOR TO ITALY IN URGENT CASES

Should the Insured, traveling in Italy, need a doctor and not be able to reach one, the Company, through the Operative Centre, shall provide the Insured with, during night times (from 8 pm to 8 am) and 24 hours a day on Saturday and public holidays, its own emergency medical service which shall guarantee availability of general practitioners ready to intervene upon request. Calling the Operative Centre and following a first telephone diagnosis with the internal doctor on guard, the Company shall send the requested doctor free of charge.

Should a doctor not be available immediately and should the circumstances make it necessary, the Company shall organize the patient's transfer to a hospital emergency ward at its expense.

### ART. 4 – SIGNALING A DOCTOR

When, after medical consulting (see "Telephone Medical Consulting" service) the need for the Insured to undergo a medical visit arises, the Operative Centre shall signal a doctor in the area where the Insured is compatibly to local availability.

### ART. 5 – ORGANIZED MEDICAL TRANSPORT

The Medical Service of the Operative Centre, following an injury or illness of the Insured, which implies infirmity or lesion which cannot be cured on site or which prevent continuing the trip and/or stay, after consulting with the local doctor, and, if necessary/possible, the general practitioner, shall organize Medical Transport or return to the country. According to the seriousness of the case, the Insured shall be transported to the most suitable hospital centre for their state of health or brought back to their place of residence.

On the judgment of the Medical Service of the Operative Centre the medical transport may be organized with the following means :

- medical airplane - commercial aircraft - wagon lit - 1<sup>st</sup> class sleeping compartment - ambulance
- other suitable means.

Should the conditions make it necessary, medical and/or paramedical staff of the Operative Centre shall accompany the Insured.

The return from non-European countries, excluding those of the Mediterranean rim, shall be exclusively with a commercial airline. The services are not due should the Insured or their family members decide to be discharged voluntarily going against the opinion of the doctors of the hospital where the Insured is kept.

### ART. 6 – RETURN OF FAMILY MEMBERS OR FELLOW TRAVELERS

In case of medical transport of the Insured, transport of the corpse and return of the convalescent, shall be organized by the Operative Center and the Company shall bear the cost of return (tourist class flight or 1<sup>st</sup> class train) of the family members as long as they are insured by a fellow traveler. The service is operative when the Insured is prevented from using the travel vouchers held.

### ART. 7 – TRANSPORT OF THE CORPSE

Should the Insured die during the trip and/or stay, the Operative Center shall organize transport of the corpse carrying out all the necessary formalities and **bearing** necessary and **invaluable charges** (post-mortem treatment, corpse travel documentation) until the place of burial in Italy. Expenses for research, funeral and recovery of the corpse are, in any case, excluded from guarantee.

### ART. 8 – TRIP OF A FAMILY MEMBER IN CASE OF HOSPITALIZATION

In case of hospitalization of the Insured for more than 5 days, the Operative Center shall organize and the Company shall bear the cost of the return flight (tourist class or 1<sup>st</sup> class train trip) and living expenses up to an amount of € 100,00 a day for a maximum of 10 days for a family member resident in Italy. The service shall only be provided as long as there are no other family members over 18 present on site.

### ART. 9 – ASSISTANCE TO UNDERAGE CHILDREN

Should, following hospitalization lasting more than 5 days, the Insured not be able to care for their underage children traveling with them, Operative Center shall provide a family member or other person designated by the Insured or by their spouse, a return 1<sup>st</sup> class train ticket or tourist class airline ticket, to reach the underage children and bring them back to their domicile in Italy. The service shall only be provided as long as there are no other family members over 18 present on site.

### ART. 10 – RETURN OF THE CONVALESCENT TRAVELER

Should the state of health of the Insured prevent them to return to their residence with the means initially planned, the Operative Center shall organize and the Company shall bear the cost of the ticket of the return flight (tourist class or 1<sup>st</sup> class train trip).

The service is operative when the Insured is prevented from using the travel vouchers held.

### ART. 11 – EXTENSION OF THE STAY

The Operative Center shall organize all the logistics for the stay originated by its extension due to illness or injury of the Insured. Upon presentation of a regular medical certificate the Company shall bear the expenses for a stay of maximum 10 days and anyhow within a limit of € 100,00 a day.

### ART. 12 – ADVANCE PAYMENT OF PRIMARY EXPENSES

Should the Insured bear sudden expenses as a consequence of particularly serious events, the Operative Center shall provide for payment "on site" of invoices or an advance payment in cash

to the Insured to an amount of € 8.000,00 against an adequate guarantee deemed suitable by the Operative Center. It is understood that such advance payment shall be paid back to the Company after returning to Italy, and, in any case, no later than 30 calendar days.

### ART. 13 – ANTICIPATED RETURN

The Operative Center shall organize and the Company shall bear the cost of the ticket for anticipated return (tourist class flight or 1<sup>st</sup> class train ticket) of the Insured, to their residence, following death or imminent life danger in the country of residence of one of the following family members exclusively : spouse, son/daughter, brother/sister, parent, parents-in-law, son-in-law, daughter-in-law, grandparents, uncles and aunts and nephew up to the third degree of kinship, brothers and sisters-in-law. Should the Insured have to abandon the vehicle to return sooner the Company shall provide the insured with a plane or train ticket to later go and retrieve the vehicle. The services are operative when the Insured is prevented from using the travel vouchers held

### ART. 14-TELEPHONE/TELEGRAPH EXPENSES

The Company shall bear any documented expenses necessary to contact the Operative Center until reaching € 100,00.

### ART. 15 – TRANSMITTING URGENT MESSAGES

Should the Insured in state of need be prevented from sending urgent messages to people resident in Italy, the Operative Center shall provide forwarding such messages.

### ART. 16 – SEARCH AND RETRIEVAL AID EXPENSES

In case of injury, expenses for search and aid are guaranteed up to a limit of € 1.500,00 per person on condition that the search is carried out by an official body.

### ART. 17 – EXCLUSIONS

As well as the exclusions provided for in the General Conditions, the Company shall not be liable for expenses borne by the Insured without prior authorization from the Operative Center.

Should the Insured not avail themselves of one or more services, the Company is not obliged to provide alternative indemnities or services as compensation.

Infectious diseases, should the assistance operation be hindered by international health norms, are also excluded.

### ART. 18 - LIABILITY

The Company shall not be liable for any delays or hindrance which may arise during the execution of assistance services in case of events which are already excluded in the General Conditions and in particular following:

- provisions from local authorities prohibiting the assistance intervention;
- every fortuitous or unforeseeable circumstance;
- Force Majeure .

### ART. 19 – RETURN OF TRAVEL VOUCHERS

The Insured shall return the travel tickets which have not been used as a consequence of the services enjoyed to the Company.

## CHAPTER 6 – VEHICLE ASSISTANCE



### ART. 1 – OBJECT OF INSURANCE

The Company shall organize and manage through the Operative Center the services listed in the following article 2, foreseen in case of breakdown or accident occurring to the vehicle, it being understood that all the expenses resulting from the repairs of the vehicle (for breakdown and/or accident, theft) shall be charged to the Insured.

### ART. 2 – BREAKDOWN SERVICE AND TOWING

If the vehicle remains blocked following a breakdown or an accident, the Operative Center shall send, 24 hours a day and the Company shall bear the relative cost, the service vehicle on the place to tow the vehicle to the closest point of assistance of the manufacturer or to the closest garage or, if required, to carry out the small repairs to allow the vehicle to start running autonomously again. Costs for spare parts to carry out repairs on the site of the breakdown and any other repair costs shall be charged to the Insured.

Breakdown service costs shall also be charged to the Insured when the breakdown or accident take place out of the public road network and their equivalents (circuit or off-road tracks).

If the vehicle remains blocked on the highway in Italy, the Insured shall have authorized assistance vehicles intervene, later informing the Operative Center by telephone. This communication is mandatory to be eligible for breakdown assistance refunding of the Operative Center upon receiving the receipt issued by authorized road assistance personnel.

### ART. 3 – SENDING OF SPARE PARTS

The Operative Center shall provide for search and sending of spare parts needed to repair the vehicle, should these not be available on the site of the accident or breakdown. In case of air delivery, the spare parts shall be sent to the closest airport to the vehicle. In any case, expenses for purchase of spare parts and customs duties shall be at the expense of the Insured.

### ART. 4 – RETURN TO PLACE OF RESIDENCE AND/OR ABANDONMENT OF VEHICLE

The Operative Center shall arrange the return to the residence of the Insured, of the vehicle following breakdown, accident, finding after theft which take more than 5 working days for the necessary repairs, all within the limit of cost for the Company equivalent to the value of the vehicle after the loss. The Company shall pay the expenses for custody of the vehicle from the moment of the loss until its return, with a maximum limit of € 50,00. Should the estimated expenses for repairs be unprofitable or higher than the value of the vehicle after the loss, the guarantee shall not be operative and the Company shall limit itself to pay for legal abandonment.

### ART. 5 – CONTINUATION OF THE TRIP – COURTESY CAR

Should the vehicle be deemed unusable, due to breakdown, accident, finding after theft, for a period longer than 3 working days for the necessary repairs, the Operative Center shall provide the Insured and the other passengers

with a transport voucher (tourist class air ticket or 1<sup>st</sup> class train ticket) or, alternatively, a group C hire car, compatibly with the opening hours of car hire offices, with no driver for a maximum of 7 days, unlimited mileage to reach their destination. Fuel, optional insurance and any franchise expenses are excluded.

### ART. 6 – RETURN OF THE INSURED AND OTHER PASSENGERS

Should the Insured not have enjoyed the services of the previous article 5 the Operative Centre the Operative Centre shall provide the Insured and the other passengers with a transport voucher to return to their residence (tourist class air ticket or 1<sup>st</sup> class train ticket) or alternatively a group C hire car, compatibly with the opening hours of a car hire office, without a driver for a maximum of 7 days, unlimited mileage to reach their residence. Fuel, optional insurance and any franchises are excluded.

### ART. 7 – UNDERTAKING VEHICLE RECOVERY EXPENSES

Should the Insured not be able to return to their domicile with the vehicle object of the breakdown or accident, following one of the events in articles 4, 5, 6, the Operative Centre shall provide, once repairs are completed, a one-way transport voucher to allow the Insured to reach the location where the vehicle is for its recovery.

### ART. 8 – HOTEL EXPENSES

If the vehicle remains blocked following breakdown or accident and repairs can only be done the next day, or it has been stolen obliging the passengers away from their domicile to a forced stop, the Company shall bear the cost of lodging in a hotel for all the passengers of the vehicle for accommodation and breakfast until a maximum limit of € 100,00 per person. Expenses different from the ones mentioned above remain charged to the Insured.

### ART. 9 – DRIVER

The Operative Centre shall provide a driver to substitute the Insured who is ill or injured on condition that there is nobody else on board with a driver's license. The driver shall be available for a maximum of three days to drive the Insured's vehicle to the first original destination of the trip, that is, the Insured's residence in the shortest time.

### ART. 10 – ANTICIPATED PRIMARY EXPENSES

Should the Insured bear unexpected expenses arising from breakdown of the vehicle or accident, the Operative Centre shall provide to the payment of invoices or advance cash payments to the Insured themselves, up to the amount of € 500,00 on site. To benefit from such advance payment, which, in any case, shall be paid back to the Operative Centre within 30 days from their return to domicile, the Insured shall provide bank guarantees or of other nature, deemed adequate by the Operative Center. In any case the guarantee shall not be operative in countries in which there are no subsidiaries or correspondents of the Operative Center and when transfer of funds overseas causes violation of currency provisions.

### ART. 11 – ANTICIPATION OF BAIL

In case of road accident of the assisted vehicle, the Operative Centre may anticipate the amount of bail for temporary release of the driver until reaching € 5.000,00 against bank guarantees deemed adequate by the Operative Centre. The prepaid amount, in case the driver is held by Judicial Authorities following a conviction, failing summoning to court or in every other case, shall be paid back to the Operative Centre within 2 months from the prepayment.

### ART. 12 – EXCLUSIONS

As well as the exclusions indicated in the general conditions the following are also excluded:

- vehicles which have been registered for over 8 years;
- vehicles with weight over 35 tonnes;
- non-terrestrial vehicles which are not regularly registered;
- leased, hired vehicles or vehicles designed for public transport.

## CHAPTER 7 – BAGGAGE

### ART. 1 – OBJECT OF INSURANCE

The Company shall guarantee within the maximum limit of € 500,00:

- the Insured's baggage against risks of fire, theft, mugging, robbery as well as losses and malfunctions of the carrier.

- within the aforementioned maximum limits, but in any case with a limit of € 300,00 per person, the refund of expenses for replacement/duplication of passports, identity cards and driving licences and/or boat licences following the events described above;

- within the previous maximum limits but however with a limit of € 300,00 per person, the refund of documented expenses for the purchase of necessary clothing, borne by the Insured following total baggage theft or carrier delivery after 12 hours from the Insured's arrival.

### ART. 2 – LIMITATIONS

Having fixed the insured amounts and the maximum refundable amount of € 400,00 per individual item, the refund is limited to 50% for jewelry, precious stones, watches, fur coats and every other precious object, photographic and video equipment, radio-TV devices and electronic equipment.

Photographic accessories (zooms, filters, blinkers, batteries etc) are considered a single item.

### ART. 3 – EXCLUSIONS

As well as the exclusions provided for in the general conditions, loss deriving from the following cases is also excluded:

- willful deception, deliberate transgression, carelessness, negligence of the Insured, as well as oblivion;
- insufficient or inadequate packaging, normal wear and tear, manufacturing faults and atmospheric events;
- breakdown and damage to baggage unless they are a consequence of theft, robbery, mugging or have been caused by the carrier;
- theft of the baggage kept inside the vehicle which is not regularly locked as well as theft of the baggage on board motorcycles or placed on external baggage carriers. Theft from 8 pm to 7



am is excluded if the baggage is not placed on the locked vehicle in a guarded parking;  
e) money, credit cards, cheques, securities and collections, samples, documents, air tickets and any other travel document;  
f) jewels, precious stones, fur coats and every other precious items left unattended;  
g) items purchased during the trip without regular expense notes (invoice, receipt, etc.).

#### ART. 4 – INDEMNITY CRITERIA

Indemnity shall be equal to the purchase value for items proved (by invoice or receipt) to be purchased new in the three months prior to the loss, otherwise the refund shall take into account wear and tear and the state of the item. For goods purchased during the trip any indemnity shall be paid only if the Insured shall be able to present regular expense notes.

#### ART. 5 – COMMITMENTS OF THE INSURED IN CASE OF LOSS

Not to lose the right to indemnity, the Insured is obliged to report the loss to the competent Authorities having an authentic copy issued. For loss occurring during air travel, the report must be filed at the specific airport office (P.I.R. - PROPERTY IRREGULARITY REPORT).

#### CHAPTER 8 – HOW THE INSURED SHOULD ACT IN CASE OF NEED

#### ASSISTANCE PERSONS/VEHICLE

In case of need during the flight/stay the Insured must contact the Operative Center operating 24 hours a day at :

**Telephone: +39/039-6899965**  
**Fax +39/039-6057533**

#### Specifying:

- The reason of the call
- Surname and name
- The TTT LINES SPA ticket number
- The exact location of the Insured
- The telephone or fax number where they can be reached

- The address of their domicile
- Vehicle identification data
- Type of intervention requested

#### TRIP CANCELLATION

The Insured or whoever on their behalf is committed shall report the cancellation by phone at the telephone number **800-335747**, operative 24 hours a day specifying their personal details and address, the TTT LINES SPA ticket number and the reason for cancelling, within midnight of the second day following the event (meaning the arising of the causes which determine the cancellation of the trip). The Insured is also obliged to immediately inform the Travel Agency where the trip was booked.

To request a refund the Insured shall address all correspondence to the following address:

**AMI ASSISTANCE (Ufficio Sinistri)**  
**Centro Direzionale Colleoni**  
**Via Paracelso 14 – 20041 – Agrate Brianza (MI)**

#### Documentation to be sent for a refund:

#### Medical expenses:

- The medical diagnosis certifying the pathology suffered and in case of hospitalization a copy of the clinical file.
- Original copies of the receipts/invoices of the expenses borne.
- Medical prescription for any drugs bought with their receipts.
- Copy of the TTT LINES SPA ticket.

#### Baggage:

- Authentic copy of the report with the stamp of the local police of the place where the fact occurred, reporting the circumstances of the loss and the list of the items stolen, their value and the date of purchase.
- Copy of the claim made to the carrier or the hotelier responsible.

- In case of failed delivery and/or damage to the entire baggage or part of it handed to the air carrier, P.I.R. original (property irregularity report) immediately presented to the airport office and original air ticket (together with the baggage tag).
- Copy of the claim letter to the carrier with the request of refund and the answer letter of the carrier.
- Copy of the TTT LINES SPA ticket.
- Invoices, receipts of items purchased or lost (lacking it a list with date, place of purchase and value).
- Expense notes for remaking identity documents if borne.
- Repair invoices or declaration of irreparability of damaged items drawn up on headed paper by a dealer or a specialist of the sector.

#### Cancellation:

- personal data and address;
- copy of the ticket with receipt of payment;
- original medical documentation (in case of hospitalization a copy of the clinical file) or other justification if the cause is different from illness or injury;
- booking and penalty balance issued by TTT LINES SPA;
- documentation certifying the relation between the Insured and any other person who has determined the forgoing.

**Failing to present the abovementioned documentation, regarding the specific case may cause total or partial loss of the right to reimbursement. The Company reserves the right to request any further documentation necessary for a correct evaluation of the reimbursement request.**

