

# Filo diretto

ASSICURAZIONI

Una società del Gruppo Filo diretto

 **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

Impresa autorizzata all'esercizio delle assicurazioni  
Decreto del ministero dell'industria, commercio e artigianato  
del 20/10/93 (gazzetta ufficiale del 3/11/93 n° 258)



FILO DIRETTO ASSICURAZIONI S.p.A. con Socio Unico  
Sede Legale in Agrate Brianza 20041  
Centro Direzionale Colleoni \* Via Paracelso, 14  
Tel. 039.60.56.804 r.a. \* Fax 039.68.92.199 \* [www.filodiretto.it](http://www.filodiretto.it)  
Cap. Soc. € 11.800.000,00 i.v. \* R.E.A. MB 1395446  
C.F. e iscrizione al Reg. Imprese di MB n. 01757980923 \* P. IVA IT 02230970960  
Società iscritta alla Sez. I dell'Albo delle Imprese al n. 1.00115  
Capogruppo del Gruppo Filo diretto, iscritto al n. 039 dell'Albo dei Gruppi Assicurativi

### INFORMATION NOTE FOR INSURANCE CONTRACTS AGAINST DAMAGES

In accordance with the provisions of article 185 of Leg. D. of 17th September 2005 n° 209.

#### 1. INFORMATION REGARDING THE SOCIETY

##### Information note for the Contractor

This present information note - having a commercial character - is aimed at providing all the preliminary information necessary for the Contractor to be able to sign up for an insurance policy chosen with full knowledge of the facts and proceedings.

This note is drawn up in conformity with the regulations set down by ISVAP based on the European Union regulations for Consumer Protection concerning the insurance sector against damages and transposed into Italian with Legislative Decree no. 209 of 17th September 2005.

This information note is drawn up in Italy in the Italian language unless the Contractor requests that it be issued in a different language.

##### Name, legal form of the Society and its Registered Office

The contract will be stipulated with Filo diretto Assicurazioni S.p.A. with the registered office situated in Italy in Agrate Brianza (MI) - postal code 20041 - Centro Direzionale Colleoni - Via Paracelso, 14.

The society is registered in the Register of Businesses with number 1.00115.

The Society will immediately communicate any eventual changes in writing to the Contractor and any such changes will be published on the society's web site: [www.filodiretto.it](http://www.filodiretto.it)

##### Authorisation to practice the profession of Insurer

Filo diretto Assicurazioni S.p.A. is authorised to practice the profession of insurers with decree from the Minister of Industry, Commerce and Craft of 20th October 1993 (Official Gazette no. 258 dated 3rd November 1993).

#### 2. INFORMATION REGARDING THE CONTRACT

##### Legislation applicable to the contract

The contract is governed by the Italian Legislation; however, the Parties have the right, before the conclusion of the contract, to choose a different legislation, on condition that it is within the limits deriving from the application of national directives and on the condition that there are no prevailing specific directives relating to obligatory insurance in accordance with Italian law.

Filo diretto Assicurazioni S.p.A. will apply the Italian Law to any contracts that may be stipulated.

Any contestation and/or controversy that may arise regarding the contract will be under the jurisdiction of the Law Courts of Monza.

However, the application of imperative regulations regarding Italian law will remain in force, with particular reference to the regulations aimed at safeguarding minors and incapacitated persons.

##### Prescription of rights deriving from the contract

Under the provisions of article 2952 of the Civil Code, the Contractor's rights (the person whose interest is stipulated in the contract) deriving

from the contract will expire two years from the day on which the event in question occurs and/or from the day on which a third party requests payment for damages from the Contractor or on which he starts legal proceedings.

We advise the Contractor to read carefully the terms of the contract before signing.

##### Complaints regarding the contract

Any eventual complaints regarding the contract or the management of claims must be sent by the Client to the Complaints Office of Filo diretto Assicurazioni S.p.A. - Centro Direzionale Colleoni - Via Paracelso, 14 - 20041 - Agrate Brianza - Mi - fax 039/6892199 - [reclami@filodiretto.it](mailto:reclami@filodiretto.it). Whenever the claimant is not fully satisfied with the outcome of the complaint or in the event that the claimant does not receive notice within the maximum time limit of forty-five days, he may contact ISVAP, Servizio Tutela degli Utenti, Via del Quirinale, 21, - 00187 - Roma, enclosing the documentation referring to the complaint.

In relation to controversies regarding the quantification of the services and the assignment of responsibility, we remind you that it remains the exclusive competence of the Juridical Authorities who also have the right to resort to conciliatory solutions where possible.

##### Right of withdrawal

The Contractor has a period of fourteen days in which he can withdraw from the contract without penalty and without having to justify this decision.

Alternatively, the time limit within which the Contractor may exercise the right to withdraw will expire:  
a) from the date of the conclusion of the contract;  
b) from the date in which the Contractor receives the conditions of the contract and the information stated in article 67-undecies, if such date is successive to that specified in letter a).  
The right to withdrawal will not apply:

- a) To financial services, other than management services based on individual investment portfolios if the investments have not already gone into effect, whose price depends on the fluctuations of the financial markets that are out of the supplier's control and that may take place during the withdrawal period, such as, for example, the services regarding that listed in paragraph 5, point A of article 67- undecies of Legislative Decree no. 209 of 7th September 2005:
- b) to insurance policies covering journeys and luggage or similar short-term policies with a validity of less than one month;
- c) to contracts entirely stipulated by the two parts on the explicit request of the Contractor before this latter exercises his right to withdrawal, as well as to obligatory insurance contracts for civil responsibility for damages caused by motor vehicles and boats, to which the insured event occurred;
- d) to declarations made by the consumer in the presence of a public officer on condition that the public officer confirms that the consumer is

guaranteed the rights stated in article 67-undecies, paragraph 1.

In order to exercise his right to withdrawal, the Contractor must send, before the expiry date, a written communication by means of a registered letter with advice of receipt, to the registered office of the Society at the above-stated address declaring that no accidents of any type have occurred within this period.

In the event that there has in fact been an accident, the right to withdrawal becomes invalid. In the event of a false declaration, the Society will have the right to claim from the Contractor all expenses and/or costs that have been sustained directly and/or indirectly.

In the event that the Contractor exercises his right to withdrawal, the Society will withhold the fraction of the premium relating to the period in which the contract was in force.

Whenever the Contractor does not exercise his right to withdrawal, the contract will apply fully and entirely the terms agreed.

##### Terms of the contract before the expiry date

Apart from the specific conditions provided for in the event of withdrawal, the Contractor has the right to interrupt the contract prior to the expiry date by means of a registered letter with advice of receipt sent to the registered office of the Society at the above-stated address. In this case the Society will withhold the entire amount of the premium paid by the Contractor relating to the entire duration that was originally established for the contract.

##### Information during the course of the contract

If, during the course of the contract, any variations should arise regarding the information provided regarding the contract, Filo diretto Assicurazioni S.p.A. undertakes to immediately notify the Contractor together with any necessary clarification by means of a registered letter.

##### Warning

We advise the Contractor to read carefully the terms of the contract before signing.  
This present note is a document whose only aim is to provide information.

### INFORMATION NOTE IN ACCORDANCE WITH ART.13 OF LEG. D. 196/2003

In accordance with the provisions of Art.13 of Legislative Decree196/03 and any eventual changes and additions (hereafter referred to as "The Privacy Code"), regarding your personal data that are the object of the processing, we inform you as follows:

- The above-stated processing will be carried out based on the principles of correctness, legality and transparency that will safeguard and protect your confidentiality and your rights;
- The processing also includes personal data that closely regards you and that falls into the category of "confidential data" as set down in article 4 paragraph 1 letter d) and article 26 of the Privacy Code.

#### 1) Purpose of processing

- The personal information supplied by you or in any way obtained by Filo diretto Assicurazioni



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S.p.A. also through technical means of communication (Internet, Call Centre) and/or from third parties, including the confidential data above-mentioned as set down in article 4 paragraph 1 letter d) and article 26 of the Privacy Code, will be processed by our society and/or by our representatives, for the following purposes:

- a) for carrying out the various phases of your activity including conduction, management, conclusion, and accomplishment, of any pre-contractual or contractual deals you may have in course, for providing any assistance that you may request or that is to your advantage, as well as for the conduction of any closely connected activity;
- b) for fulfilling the obligations provided for by laws, regulations and dispositions issued by authorities and vigilance and control organisations;
- c) for carrying out the commercial activity of promoting the insurance services and products offered by the society and by the Filo Diretto Group, and for distributing advertising material.
- d) For assessing the clients' satisfaction and for analysing and carrying out market research on the services offered.

## 2) Modality of processing

The processing will be carried out in accordance with the modality set down in the Privacy Code, also by computerised or automated means and methods of long-distance communication (the Internet and Call Centres), and also through operations of collecting, registration, organization, conservation, elaboration, selection, comparison, use, interconnection, consultation, communication, cancellation, destruction, blocking of data, according to the principles regarding protection, accessibility, confidentiality and integrity.

The same data is processed and held under the terms and provisions imposed by the law, within the limits and in the modality specified by this same law.

The processing of the data is carried out directly by the owner's organisation and by external collaborators of the organisation who are associated with the distribution chain of the insurance sector, representatives commissioned by the same society and/or persons directly connected to the society and/or persons relating to your contractual activity and requested by you (other than that specified in point 4).

The data is not subject to distribution.

The data may be transferred abroad, throughout the world.

## 3) Conferment of data

a) We inform you that the conferment of your personal data, even if of a confidential nature, is necessary for the conclusion and management of the contract and for ensuring that you are able to carry out your activity in the best possible way as well as for carrying out any activity closely connected to such activity.

### b) The conferment of data may be compulsory due to laws, regulations or European community requirements.

Any eventual refusal of consent to process the personal information as stated in points a) and b) could lead to our being unable to continue and/or

manage the services requested by you or on your behalf, as set down in the contract.

- c) The conferment of personal data for the purpose of information and commercial promotion of the services and offers made by the Filo diretto Group is not obligatory and does not have any effect on the commercial relationship covered by the contract.

## 4) Subjects or categories of subjects to whom the data may be disclosed

The data may be disclosed – for the purposes set down in point 1a) and for any purposes with the same aim - in Italy and abroad, to societies that are part of the Filo Diretto Group, subjects outside the society's distribution chain who conduct activity connected with and instrumental to the management of the contractual relationship, such as correspondents, health organisations, medical and paramedical personnel, trustworthy personnel, and other subjects in the insurance sector, such as insurance agents, co-insurers, re-insurers, agents, sub-agents, brokers, agency managers, insurance mediators and other channels utilised for acquiring insurance contracts, banks, Sim, lawyers, assessors, service societies which have been entrusted with the management, the liquidation and the payment of the services, consultancy societies, consultants, professional offices, associated organisations and consortia operating in the insurance sector, organisations that manage data and services, debt collecting societies, organisations and societies that deal with the electronic management of data and means of payment, societies that conduct the activity of printing, distribution, posting, transport and sorting of communication to the clientele, services dealing with the storing of the documentation and societies specialising in the services of data entry, supply of informatics services, administrative management and accounting services, by means of subjects commissioned by the society.

The same personal information may be communicated, for the purposes set down in point 1 b), to subjects who, by law, should receive such communication, within the limits and for the purposes provided for by the same law, such as public organisations and supervisory organisations, public and private subjects who have been granted proxies, in conformity with the regulations in force, for publicity purposes, associated organisations and consortia operating in the insurance sector, and therefore, for example, Ania, ISVAP, the Ministry of Industry, Commerce and Crafts, CONSAP, UCI, Pension Funds Supervisory Commission, the Ministry of Labour and Social Security or other data banks to whom notification of data is compulsory (such as the Ufficio Italiano Casellario Centrale Infortuni, Vehicle Registration Office and private transport societies).

The data may be communicated for the purposes stated in points 1 c) e 1 d) to societies of the Filo diretto Group (companies controlled by, controlling or associated, even indirectly, in accordance with the laws in force), and third party companies (market research or direct marketing companies etc), commissioned by the Filo diretto Group.

## 5) Rights of the party concerned regarding the processing of personal data (art.7)

Furthermore we inform you that art.7 of the Privacy Code guarantees you specific rights among which the right to know, at any moment, which data is in the possession of the society or the persons to whom the data may be communicated or who may have access to such data in the position of representatives of the society, as well as the purpose; you also have right to update, add, correct or cancel such data, to request that the data be blocked and to oppose the processing for legitimate reasons and for purposes of commercial communication or for the distribution of advertising material.

In order to put these rights into effect, you may apply directly Filo diretto Assicurazioni S.p.A. with registered office in Via Paracelso 14 - 20041 Agrate Brianza (MB).

## 6) Processing holder

The processing holder is the legal representative of Filo diretto Assicurazioni S.p.A. with registered office in Via Paracelso 14 - 20041 Agrate Brianza (MB).

## 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.

PREEEXISTENT ILLNESS: illness which is the expression or direct consequence of chronic pathologic situations or preexisting at the



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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 3rd 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 undeferrable;
- 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



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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 ascertainment 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 ascertainment 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 – 1st 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 1st 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 1st 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 1st 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 1st 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



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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 1st 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-inlaw, 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 1st 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 1st 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 oneway 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



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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:

- a) vehicles which have been registered for over 8 years;
- b) vehicles with weight over 35 tonnes;
- c) non-terrestrial vehicles which are not regularly registered;
- d) 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, blinks, 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:

- a) willful deception, deliberate transgression, carelessness, negligence of the Insured, as well as oblivion;

- b) insufficient or inadequate packaging, normal wear and tear, manufacturing faults and atmospheric events;
- c) breakdown and damage to baggage unless they are a consequence of theft, robbery, mugging or have been caused by the carrier;
- d) 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: +39/039-65546646  
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.**



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