



## **MULTI-RISK TRAVEL INSURANCE CONTRACT**

# **HOTEL FILO DIRETTO**

**DATE OF LAST UPDATE: FORM 6007 - EDITION 01.04.2021**

The Information Set includes the following documents:

- a) Basic Dip;
  - b) Additional Dip;
  - c) Glossary;
  - d) Insurance conditions;
- which must be provided to the Policyholder before signing the contract.

Before signing, carefully read the pre-contractual Information

## USEFUL CONTACTS

24/7 ASSISTANCE

TOLL-FREE NUMBER from Italy  
800.894123

NUMBER from abroad  
+39.039.9890702



### DOWNLOAD WITH NOBIS, ASSISTANCE ON YOUR APP!

All Nobis Filo Diretto products include CON NOBIS: the app for smartphones and tablets thanks to which, when required, you can request quality assistance with a tap!

Download it for free and log in with your policy number.

GOOGLE PLAY



APPLE STORE



# NON-LIFE INSURANCE CONTRACT

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

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

Product: Filo Diretto Hotel

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

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

- Information Set

## WHAT KIND OF INSURANCE IS IT?

The Policy presents a series of guarantees aimed at protecting those who book a stay in the Hotel, designed to offer protection against harmful events and unforeseen events that occur more frequently before and during the hotel stay, such as costs for the payment of penalties in case of cancellation of the reservation, the theft of baggage, Home Assistance for family members who remain at home, vehicle assistance, repetition of stay, expenses for medical treatment and expenses for return/medical transport and Hospitalisation and Convalescence Allowance. All completed by services of Personal Care, interruption of stay for quarantine and Residential Assistance that make the offer even more global. **It is recalled that the actually effective coverage will be exclusively that signed by the Policyholder and contained in the Insurance Conditions.**



## WHAT IS INSURED?

The main guarantees of the Filo Diretto Hotel Product are summarised below. It should be noted that the guarantees actually in effect are exclusively those signed by the Policyholder and stated in the Insurance Conditions which are part of the Information Set.

### ✓ Medical Expenses

Within the limit of the maximum limits per Insured Party indicated in the policy schedule and in the insurance conditions, medical expenses, which are ascertained and documented, incurred by the Insured Party during the stay, for urgent, and unpredictable treatments or interventions that cannot be postponed, which occurred during the period of validity of the guarantee, shall be reimbursed.

### ✓ Personal Care

The Company undertakes, within the limits agreed in the policy, to make the insured benefit immediately available to the Insured Party, through the use of personnel and equipment from the Operation Centre, in the event that the Insured Party finds himself/herself in difficulty as a result of the occurrence of an illness, accident or a fortuitous event. The aid may consist of benefits in cash or in kind.

### ✓ Baggage

The Company guarantees the baggage of the Insured Party within the limits indicated in the policy against the risks of fire, theft and mugging which occurred during the stay in the Hotel.

### ✓ Cancellation of a stay in a Hotel

Based on the conditions of this policy, the Company will indemnify the Insured Party and 2 travel companions, provided they are insured and registered in the same booking, the withdrawal fee (penalty) deriving from cancellation of the hotel booking made and any cost of the travel, if relating to and included in the booking and provided that the relative premium has been paid, determined in accordance with the "Cancellation Policy" provided for in the Hotel Contract, which is a consequence of unforeseeable circumstances at the time of booking determined by any unforeseeable event, objectively documentable, independent of the will of the Insured Party and of such gravity as to make it impossible for the Insured Party to stay at the booked Hotel. The inability to stay at the Hotel as a result of Covid 19 infection of the Insured Parties is included in the guarantee. In the event of a claim involving several Insured Parties enrolled in the same stay, the Company will reimburse all eligible family members and 2 of the travel companions on the condition that they are also insured. Cancellations by Insured Parties due to terrorist acts occurring after booking the stay and in the 30 days preceding the expected arrival date at the Hotel are also included in the guarantee, provided that such acts take place within a radius of 100 km from the place where the stay resulting from the booking was foreseen.

### ✓ Home Assistance for family members at home

The Company, through the Operations Centre, makes its medical service available 24 hours a day for any information or suggestions of a medical health nature, and shall send a doctor in the event of an emergency, arrange transport by ambulance and provide nursing assistance to family members who remain at home.

### ✓ Vehicle Assistance

Some vehicle assistance services are provided, including roadside assistance and towing, the driver, hotel expenses are active during the transfer of the Insured Party to travel from their residence to the booked Hotel and vice-versa provided this is in EU countries European.

### ✓ Residential Assistance

The Company undertakes to guarantee, according to the methods and limits specified below: a) the sending of an electrician to the home: in the event of a sudden power outage in the entire house following a fault or short-circuit of the electrical system of the home of the Insured Party, the Operations Centre 24 hours a day, 365 days a year, will send an electrician to the home. The costs of the technician's trip and the return trip from the home for the emergency intervention shall be borne by the Company. Labour, spare parts and materials used for the repair will be charged to the Insured Party. The service is guaranteed only once during the period of validity of this policy. b) sending a plumber to the home: in the event of a blockage/breakage of the fixed or mobile pipes of the plumbing or domestic water system of the home of the Insured Party and consequent flooding and/or infiltration and/or the absence of water throughout the house, the Operations Centre will 24 hours a day, 365 days a year, send a plumbing technician to the home. The costs of the technician's trip and the return trip from the home for the emergency intervention shall be borne by the Company. Labour, spare parts and materials used for the repair will be charged to the Insured Party. The service is guaranteed only once during the period of validity of this policy.

c) sending of a locksmith to the home, in case of theft, loss, breakage of keys or the lock of the front door; theft or attempted theft at the home that compromise the functionality of the entrance door and do not guarantee its security. The Operations Centre will send 24 hours a day, 365 days a year, a locksmith to the home.

The costs of the technician's trip and the return trip from the home for the emergency intervention shall be borne by the Company. Labour, spare parts and materials used for the repair will be charged to the Insured Party. The service is guaranteed only once during the period of validity of this policy.

d) Immediate return if one of the events that can generate the services referred to in letters a), b), c) above or due to theft, attempted theft, faults caused by thieves, vandalism, fire, lightning or explosion, make necessary and urgent the return to the main residence of the Insured Party.

### ✓ Daily hospitalisation allowance following Covid-19

The coverage offered by this chapter is only valid following COVID-19 infection, diagnosed in Italy, after the start of the insurance coverage and during the period of stay in the hotel, provided that the infection results in a consequent hospitalisation.

In accordance with the terms of the Insurance Conditions, for the duration of the contractual relationship, the Company shall grant a lump sum indemnity for each day of hospitalisation at a health care institution arranged as a direct and exclusive consequence of the contagion from COVID-19 (so-called Coronavirus) suffered by the Insured Party, regardless of the costs incurred, to the extent of the benefits indicated below.

If the Insured Party is hospitalised for more than 5 days, the Company shall pay for each subsequent day of hospitalisation (or starting from the sixth day of hospitalisation) an amount equal to € 100.00 (one hundred/00) for a maximum number of days equal to 10. As a consequence of the above, therefore, the maximum sum payable by each Insured Party during the validity of the policy cannot exceed the amount of € 1,000.00 (one thousand/00).

### ✓ Convalescence Allowance

The Company pays the Insured Party a fixed and predetermined convalescence indemnity equal to € 1,500.00 at the time of the Insured Party's discharge from the care institution where they were hospitalised following the COVID-19 infection. This benefit will only be effective if the Insured Party, during the afore-mentioned hospitalisation, was hospitalised in an intensive care unit, as resulting from the medical record which must be submitted in full at the time of filing the claim.

### ✓ Repeat of stay at the hotel

Within the maximum limit of € 5,000.00 per Insured Party, the Company makes available to the Insured Party and family members who stay with

them, provided they are insured, an amount equal to the pro-rata value of the stay not used by the Insured Party due to the following events:  
 Use of the "Organised Medical Transport", "Body Transport" and "Early Return" services which involve the return to the residence of the Insured Party; Death or hospitalisation of more than 5 days of a family member of the Insured Party during the stay at the Hotel; Death or hospitalisation of the Insured Party for more than 3 days during the stay at the Hotel; Delayed arrival of the Insured Party at the Hotel for reasons not attributable to the Insured Party, which occurred during the journey to reach the booked hotel following these events:  
 Breakdown or accident in the vehicle used to reach the accommodation;  
 Accident during the journey to reach the accommodation;  
 Flight, ship/ferry, train delay;  
 The amount will be made available to the Insured Party exclusively for

the purchase of a stay at the Hotel initially booked or at the Hotel Chain to which it belongs. The pro-rata, non-transferable and non-refundable amount must be used within 12 months from the date of return date to the residence.

✓ **Interruption of stay resulting from a quarantine**

If, following a provision of home isolation of the Insured Party by the authorities for quarantine, the Insured Party is unable to take advantage of the booked and purchased hotel stay, the Company shall reimburse the following: Penalties charged for the booked and unused hotel stay within the limit of € 1,500.00 per Insured Party;  
 Any hotel/accommodation expenses borne by the Insured Party for the quarantine period within the limit of € 100.00 per day for a maximum of 10 days, if this quarantine cannot take place at the Insured Party's home.



**What is not insured?**

- ✗ In the event that the economic burden of the insurance coverage is borne in whole or in part by the Insured Party, subjects non-resident in the European Union cannot be insured, except for further limitations relating only to residents in Italy which result from the individual guarantees.
- ✗ In the event that the economic burden of the insurance coverage is borne by the Policyholder (i.e. policy paid to the Insured Party), the guarantees operate regardless of the residence of the Policyholders, except for the limitations relating only to residents in Italy, evident from the text of the individual guarantees.
- ✗ Stays lasting more than 30 consecutive days are not insured.



**Are there coverage limits?**

All of the benefits are not due for accidents that occurred during and as a result of:

- ! State of war, revolution, riots or popular movements, looting, vandalism, strikes; acts of terrorism with the exception of medical assistance and expenses guarantees; earthquakes, tsunamis, anomalous waves, floods, overflows, volcanic eruptions and other atmospheric phenomena declared natural disasters as well as phenomena occurring in connection with the transformation or energy settlement of the atom, natural or artificially caused
- ! Wilful misconduct or gross negligence by the Policyholder or of the Insured Party;
- ! Travel/stay undertaken against medical advice or, in any case, with pathologies in an acute phase or for the purpose of undergoing medical/surgical treatments;
- ! Travel/stay to a territory where a prohibition or limitation (even temporary) issued by a competent public authority is operational, extreme travel/stays in remote areas, reachable only with the use of special emergency vehicles; pollution of any kind, infiltration, contamination of the air, water, soil, subsoil, or any environmental damage;
- ! Bankruptcy or insolvency of the Policyholder, of the organiser of the stay, of the intermediary, of the Hotel or of any supplier;
- ! Errors or omissions when booking or the inability to obtain a visa or passport;
- ! Illnesses with symptoms in progress at the time of subscribing the policy for the "Stay Cancellation" guarantee and the start date of the Hotel stay for the "Reimbursement of medical expenses" and "Personal care" guarantees;
- ! Suicide or suicide attempt;
- ! Pathologies attributable to complications of the state of pregnancy beyond the 24th week;
- ! Voluntary termination of pregnancy, removal and/or transplantation of organs;
- ! Non-therapeutic use of drugs or narcotic substances, drug addiction to alcohol and drugs, HIV-related diseases, AIDS, mental disorders and psychic disorders in general, including psychotic and/or neurotic behaviours;
- ! Epidemics or pandemics as declared by the WHO, quarantines. This exclusion does not apply to the Assistance and Medical Expenses guarantees and as indicated in Art. 41 of the Stay Cancellation guarantee regarding the Insured Party's Covid 19 infection;
- ! Facts and/or circumstances and/or services, even if provided by the Hotel, such as, by way of example, the organisation of excursions, sports tournaments, games in general and any recreational activity carried out both individually and collectively;
- ! The practising of sports such as: mountaineering with climbs above the third degree or access to glaciers, free climbing, jumps from a trampoline

with skis or hydro-skis, acrobatic and extreme skiing, off-piste skiing, ski mountaineering, archery, cycling activities, caving, bob-sleigh, river canoeing beyond the third degree, descent of watercourses (rafting), canyoning, kite-surfing, hydrospeeding, jumps into the void (bungee jumping), parachuting, hang gliding, paragliding and aerial sports in general, boxing, wrestling, American football, rugby, ice hockey, scuba diving, heavy athletics, trekking at altitudes above 3000 meters above sea level; equestrian activities, balloon rides, hunting and rifle shooting;

- ! Acts of recklessness;
- ! Sporting activities carried out on a professional basis; participation in sports competitions or competitions, including trials and training carried out under the aegis of federations;
- ! Car, motorcycle races, foot races, motor boating including jet skis, bob-sleighs and related trials and training;
- ! Infectious diseases when assistance is prevented by national or international health regulations;
- ! Childbirth (early, premature or not) during the stay;
- ! The carrying out of activities that involve the direct use of explosives or firearms;
- ! Events that occur in countries in a state of war making it impossible to provide assistance.
- ! This policy is only valid if combined (ancillary) with the sale of a hotel stay carried out by the same Professional Operator. It is not permitted to issue multiple applications to guarantee the same risk in order to raise the ceilings of the specific guarantees and the cumulative risk contractually provided for. Subscription of this policy cannot in any way be issued to extend a risk (i.e. the stay) already in progress and it is expressly understood that subscription of this policy must necessarily take place at the time of booking the stay. If the issue takes place after the date of booking of the stay, the contract and the single application issued will be deemed to have no effect and the Company will refund the policy premium. All claims relating to events occurring outside the period of use of the hotel stay provided by the Hotel are excluded. This policy is only valid during the period between the reservation date of the stay and the check-out date indicated in the reservation made and in any case within the maximum limit indicated in the application with a maximum of 30 consecutive days. With regard to the guarantee for cancellation of the stay, claims relating to coverage of services that are not part of the booking of the hotel stay made are excluded, it being expressly understood that the coverage will only operate in relation to any penalties relating to the failure to use the board and lodging services or of any travel costs related to and included in the booking. The guarantees are not provided in Antarctica and in the Southern Ocean and in countries that were in a state of war, declared or de facto, including the countries indicated in the JCC Global Cargo report on the <https://watchlists.ihsmarkit.com> website which at the time of departure report a degree of risk equal to or greater than "4.0". Countries whose condition of belligerence has been made public are also considered to be in a state of declared or de facto belligerence.

## WHERE IS VALID THE COVERAGE?

- ✓ The insurance is valid at the Hotel Structure (i.e. the Policyholder) located in the territory of the Italian Republic in order to protect the Insured Party from damages deriving from the events provided for in the insurance guarantees.
- ✓ The Insurance is in any case valid over 50 km from the place of residence with the exception of the Stay Cancellation guarantee.

## WHICH ARE MY OBLIGATIONS?

At the time of the contract's signature or of subscription of the coverages, the Policyholder and the Insured party have the duty to make forthright, exact and complete statements regarding the risk to be insured and to communicate, during the contract, all of the changes that involve a change in the risk. Untrue, inaccurate or reticent statements or failure to communicate changes in risk may result in the termination of the policy or in the partial or total loss of the right to Indemnity.

The Policyholder and the Insured party also have the obligation to pay the premium in order to ensure the effectiveness of the insurance coverage.

The Policyholder and the Insured Party, in the event of a claim, must make all the documentation necessary for the verification of the case available to the Company.

## WHEN AND HOW DO I HAVE TO PAY?

The contract shall be deemed as concluded with the payment, through the Policyholder, of the premium which is determined for annual insurance periods. Without prejudice to the provisions of Art. 1901 of the Italian Civil Code

Payment can be made through the intermediary or directly to the Company.

The premium already includes taxes.

## WHEN DOES THE COVERAGE BEGIN AND WHEN DOES IT END?

For the Policyholder, the insurance shall take effect at midnight (or in any case from the agreed time) on the day mentioned in the policy if the premium or the first premium instalment has been paid, otherwise it shall take effect from midnight on the day of payment. The insurance is valid for one year and, upon its natural expiry, tacit renewal is required in the absence of cancellation. Without prejudice to Parties having the right to withdraw from the contract in the event of a claim.

For the Insured Party, the Stay Cancellation guarantee starts from the date of booking through the payment of the insurance premium by the Insured Party and/or of the Policyholder and ends on the day of departure when the Insured Party checks in at the Hotel.

The other guarantees run from the start date of the stay at the Hotel (i.e. from the date of check-in at the booked Hotel) and cease at the time of check-out from the Hotel, however on the thirtieth day from the start date of the stay, with the exception of those guarantees that follow the specific legislation indicated in the individual chapters.

The Policyholders must subscribe the policy at the time of booking the stay (confirmation of the stay at the hotel).

## HOW CAN I CANCEL THE POLICY?

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

Without prejudice to Parties having the right to withdraw from the contract in the event of a claim.

## MULTI-RISK TOURISM INSURANCE

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

Nobis Compagnia di Assicurazioni S.p.A.

Filo Diretto Hotel

Version no. 2 of 1 April 2021 (last available)

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

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

**Nobis Compagnia di Assicurazioni S.p.A.**, with its registered office in 10071 Borgaro Torinese (TO) on via Lanzo 29 and Directorate General in 20864 Agrate Brianza (MB) on viale Gian Bartolomeo Colleoni 21. Phone: +39.039.9890001, Web site [www.nobis.it](http://www.nobis.it), e-mail: [assicurazioni@nobis.it](mailto:assicurazioni@nobis.it), PEC: [nobisassicurazioni@pec.it](mailto:nobisassicurazioni@pec.it).

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

Parent company of Gruppo Nobis, registered under No. 052 of the Register of Insurance Groups.

### Financial Year 2019

#### Financial results approved on 30/04/2020

The net assets of Nobis Compagnia di Assicurazioni S.p.A. amount to € 58,796,752 of which € 37,890,907 as share capital, a share premium reserve of € 1,224,864 and equity reserves of € 19,680,981.

It should be noted that the solvency ratios, Solvency II regime, referring to non-life section is equal to: 204.04% which represents the Equity Ratio that is admissible to the SCR (Solvency capital requirement) and 450.95% which represents the Equity Ratio that is admissible to the MCR (Minimum Capital Requirement).

For any subsequent updates, please refer to the consultation of the Company's website [www.nobis.it](http://www.nobis.it).

**The current legislation for Italy applies to this contract and is subject to the same jurisdiction.**



## WHAT IS INSURED?

With regard to the **Personal Care and to the Vehicle Assistance** guarantee, the individual services are specified below: Medical consultancy by telephone, sending of a doctor to Italy in case of emergency, sending of a doctor abroad, Monitoring of hospitalisation, Organised medical transportation, Return of family members or travel companions, Transportation of the body, Travel of a family member in case of hospitalisation, Assistance to minors, Return of the convalescent traveller, Extension of stay, Urgent dispatch of medicines abroad, Interpreter available abroad, Advance for basic necessities, Early return, Telephone expenses, Transmission of urgent messages, Expenses for rescue search or recovery of the Insured Party, Advance bail abroad, roadside assistance and towing, driver, sending of spare parts, hotel expenses, Return to residence, continuation of the journey, assuming of vehicle recovery costs, continuation of travel.

With regard to the **Medical Expenses** guarantee, it is specified that the guarantee includes the costs of hospitalisation in a medical institution, the costs of surgery and medical fees, the costs for outpatient visits, the costs for medicines prescribed by the doctor, the costs for dental treatment only following an accident.

The extent of the Company's commitment is related to the maximum amounts and, if applicable, to the insured amounts agreed upon with the Policyholder.

### OPTIONS WITH REDUCTION OF THE PREMIUM

<b>Specify the Option</b>	There are no premium reductions for the Filo Diretto Hotel product.
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### OPTIONS WITH PAYMENT OF AN ADDITIONAL PREMIUM

<b>Specify the Option</b>	There are no additional options provided for the Filo Diretto Hotel product.
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### OPTIONS WITH PAYMENT OF AN ADDITIONAL PREMIUM

<b>Baggage</b>	In addition to what has already been indicated in the Basic DIP, it is specified that the guarantee also provides for the following: <ul style="list-style-type: none"> <li>• With the limit of € 200.00 per person, the reimbursement of expenses for remaking/duplication of the passport, identity card and licence to drive motor vehicles and/or nautical licence as a result of the events described above;</li> <li>• With the limit of € 200.00 per person, the reimbursement of documented expenses for the purchase of essential clothing and items of personal use incurred by the Insured Party following total theft of the baggage.</li> </ul>
<b>Cancellation of the "All Risk" stay</b>	There is no additional information to that indicated in the Basic Dip.
<b>Convalescence allowance</b>	There is no additional information to that indicated in the Basic Dip.
<b>Hospitalisation allowance</b>	There is no additional information to that indicated in the Basic Dip.
<b>Repeat stay at the hotel</b>	There is no additional information to that indicated in the Basic Dip.
<b>Interruption of stay resulting from a quarantine</b>	There is no additional information to that indicated in the Basic Dip.
<b>Home Assistance for family members at home</b>	In addition to what mentioned in the Basic DIP, it is specified that the following services are available: Medical consultations, availability of a doctor in case of emergency, reimbursement of medical expenses, transportation by ambulance, home delivery of medications, agreement with healthcare network and free management of appointment.
<b>Residential Assistance</b>	There is no additional information to that indicated in the Basic Dip.



## WHAT IS NOT INSURED?

<b>Excluded Risks</b>	The excluded risks have already been detailed in the Basic DIP, to which reference should be made here.
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## ARE THERE COVERAGE LIMITS?

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

The main specific exclusions for each guarantee are set out below.

<b>Medical Expenses</b>	In addition to the exclusions provided for by the common rules already indicated in the Basic DIP, the expenses for physiotherapy, nursing, spa, slimming treatments and for the elimination of congenital physical defects are excluded; expenses relating to glasses, contact lenses, prostheses and therapeutic devices and those relating to interventions or applications of an aesthetic nature. The insurance does not cover expenses incurred for voluntary termination of pregnancy as well as for the benefits and treatments relating to fertility and/or sterility and/or impotence. Expenses shall also be excluded if the Insured Party has not reported the hospitalisation (including the Day Hospital) or first aid benefit to the Operations Centre; If the Insured Party intends to make use of hospitals/doctors that are not part of the Network that the Company has an agreement with. The maximum outlay of Nobis Compagnia di Assicurazioni S.p.A. cannot exceed the amount indicated in the policy. Within the limit of the maximum indicated in the policy, for residents in Italy with the destination area of the Italy trip, the Company will reimburse the Insured Party for medical expenses incurred arising from an accident. In Italy, if the Insured Party makes use of the National Health Service, the guarantee will be valid for any expenses or excess costs remaining to be borne by the Insured Party. The Medical Expenses guarantee is effective for a period no longer than 110 overall days of hospital recovery.
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<b>Personal Care</b>	In addition to the exclusions provided for all the guarantees, already indicated in the Basic DIP, the Company shall not be liable for the costs incurred by the Insured Party without the prior authorisation from the Operations Centre. In the event that the Insured Party voluntarily refuses the medical transportation arranged/medical return, the Company shall immediately suspend the assistance and the Insured Party can no longer demand anything from the Company. In the event that the Insured Party, without a contrary medical indication, unilaterally refuses the transfer to a Healthcare Facility indicated by the Company, the latter will suspend the assistance and the Insured Party may no longer demand anything from the Company. Infectious diseases are excluded if assistance is prevented by international health regulations. It is expressly understood that no service can be provided by the Company if the provision itself is prevented or made impossible by provisions of the Authority, including the Health Authority.
<b>Baggage</b>	In addition to the exclusions provided for all the guarantees, already indicated in the Basic DIP, money, checks, privilege and collections, sample books, jewellery, precious stones and furs, damage resulting from carelessness, negligence and forgetfulness on the part of the Insured Party shall be excluded.
<b>Stay Cancellation</b>	In addition to the exclusions provided for all the guarantees, already indicated in the Basic DIP, stays that are cancelled following an event other than those specified in the box "What is insured?" transcribed in this Additional DIP are excluded from this insurance coverage.
<b>Vehicle Assistance</b>	In addition to the exclusions provided for all guarantees, already mentioned in the Basic DIP, it must be specified that the following cases are not included in the insurance: vehicles registered, for the first time, more than 8 years ago, vehicles weighing more than 35 quintals, non-land vehicles and those that are not regularly registered, vehicles rented, hired or used for public transport, and accidents occurring in countries that do not belong to the European Union.
<b>Residential assistance</b>	In addition to the exclusions provided for all the guarantees already indicated in the Basic DIP, faults in the power cable of the home, the interruption of the electricity supply by the utility company and the simple fault of taps are excluded from the guarantee.
<b>Interruption of stay resulting from a quarantine</b>	In addition to the exclusions provided for by the common rules already indicated in the Basic DIP, the following are considered excluded from the guarantee: <ul style="list-style-type: none"> <li>- Stay in destinations with restrictive measures already in force on the date of arrival at the booked Hotel;</li> <li>- Violations of regulations and/or provisions in force on the date of arrival at the booked Hotel;</li> <li>- Wilful misconduct or negligence by the Insured Party or of the Policyholder;</li> <li>- Problems relating to identity and/or travel documents, visas and any documentary equipment required by the regulations in force from time to time.</li> </ul>
For each service indicated in this product and clearly subscribed by the Policyholder, there are amounts that can be insured, identified in detail in the Insurance Document, limits and any exclusions and/or uncovered events. Any recourse, pursuant to art. 1916 of the Italian Civil Code, shall be exercised by the Company against liable third parties or other obliged subjects for the same compensation paid, it being understood that the recovery action will not be exercised against those who are transported.	



## WHICH ARE MY OBLIGATIONS? WHAT OBLIGATIONS DOES THE COMPANY HAVE?

<b>What to do in case of a claim?</b>	<b>Reporting the accident:</b> the Policyholder and/or the Insured Party must notify the Operations Centre by telephone by calling the free-phone number <b>800.894123</b> (from abroad it is necessary to dial <b>+39 039.9890.702</b> ) and then send a written report to the Company within 5 days of the date of occurrence of the accident itself or since the Insured Party became aware of it, indicating the date, place and methods, as well as any witnesses. It will be the responsibility of the Insured Party to send the Company medical certificates, medical records, complaints to the Authority, invoices certifying the purchase of lost goods and/or basic necessities, the travel booking and cancellation statement, proof of travel payment, travel contract and travel ticket originals.
	<b>Direct assistance/in agreement:</b> it is specified that the contract provides for the presence of benefits provided directly to the Insured Party by entities/structures that have an agreement with the Company.
	<b>Management by other companies:</b> it is specified that the contract does not provide for the handling of claims by other Companies.
	<b>Limitation period:</b> pursuant to art. 2952 of the Italian Civil Code, the rights of the Insured Party deriving from the contract expire in two years from the day on which the fact on which the right is based occurred and/or from the day on which the third party requested compensation from the Insured Party or carried actions forward against them.
<b>Inaccurate or reticent declarations</b>	If, with regard to the circumstances of the risk covered by the insurance cover, the Policyholder/Insured Party makes false or reticent statements in the estimate and confirms them by signing the contract, or fails to communicate any significant change to the company, these circumstances could prejudice in total or partially payment of the damage (indemnity) by the Company.
<b>Obligations of the Company</b>	The Company, having verified the effectiveness of the guarantee and provided that all the required documentation has been produced, shall pay the compensation starting from the date of receipt of the necessary documentation, provided that no opposition has been made by any privileged creditors, foreclosures or mortgages.





## WHEN AND HOW DO I HAVE TO PAY?

<b>Premium</b>	The Policyholder shall have to pay the first premium instalment. The premium is always defined for insurance periods of one year, except for contracts with shorter duration, and will be due in full even in case of a half-yearly splitting of the premium, with the related application of an additional charge of 5%. The Company will accept payment of the <b>Premium</b> by bank transfer, bank cheque/cashier's cheque, cash within the limits of the currency rules, as provided for by IVASS Regulation no. 40 and by any other means compliant with the current regulations accepted by any intermediary in any case understood. The premium is inclusive of tax.
<b>Reimbursement</b>	This contract, being a temporary tourism policy, does not provide for the possibility of reimbursement of the premium.



## WHEN DOES THE COVERAGE BEGIN AND WHEN DOES IT END?

<b>Duration</b>	The contract is valid for one year and, upon its natural expiry, tacit renewal is envisaged in the absence of a cancellation by registered letter with return receipt 30 days before the deadline. The duration of the individual applications for Policyholders is that communicated to the Company by the Policyholder. The effective date and duration of the individual guarantees in favour of each Insured Party is reported in the Basic DIP.
<b>Suspension</b>	This contract does not allow to suspend the contract.



## HOW CAN I CANCEL THE POLICY?

<b>Rethinking after stipulation</b>	If the contract provides the resolution by remote means of communication, the Policyholder has the right: <ol style="list-style-type: none"> <li>1. to choose to receive and forward the Information Set and the documentation related to Chapter III of IVASS Regulation no. 40/2018 on paper or on other durable medium;</li> <li>2. to request in any case and free of charge the receipt of the above documentation on paper and modifying the remote communication technique;</li> <li>3. to use, following the Company's request to sign and retransmit the contract sent to it, at its choice, the paper or other durable medium;</li> <li>4. in case of a distance contract through Call Centre whose employees are not employees of the company, to be put in contact with the person responsible for coordinating and controlling the promotion and placement of insurance contracts carried out by the Call Centre.</li> </ol>
<b>Termination</b>	Any change to the contract will be communicated by the Company to the Policyholder/Insured Party, through the Intermediary who is in charge of the contract, within 45 days of the annual renewal of the same. If the Insured Party fails to accept the new premium conditions and/or the insured sum proposed for the next year, s/he will have the right, upon registered letter with return receipt to the Company sent at least 30 days before the deadline, to terminate the contract.



## WHO IS THIS PRODUCT FOR?

This contract is intended for those people - who have the characteristics indicated in the Basic DIP- who purchase a stay in a Hotel with the characteristics indicated in the Basic DIP.



## WHAT COSTS DO I HAVE TO INCUR?

The Insured Party at the time of signing the insurance contract shall have to bear the cost of the premium quantified according to the rate set for the type of Hotel stay and the guarantees chosen.  
Intermediation costs: the average share due to the Intermediary, for Sector 2 (Healthcare) is 22.99%, for Sector 7 (Transported Goods) it is equal to 23.80%, for Sector 16 (Pecuniary losses) it is equal to 40.47%, and for Sector 18 (Assistance) it is equal to 46.69%.

## HOW CAN I FILE CLAIMS AND RESOLVE POSSIBLE DISPUTES?

<b>To the insurance company</b>	Any complaints regarding the contractual relationship or the management of claims must be forwarded by the Customer to the Complaints Office of Nobis Compagnia di Assicurazioni S.p.A., Viale Gian Bartolomeo Colleoni n. 21, 20864 - Agrate Brianza- MB- fax 039 / 6890.432 - reclami@nobis.it. Answer within 45 days.
<b>To the IVASS</b>	Should the Insured Party not be satisfied with the Company's response, he/she may contact the IVASS, Servizio Tutela degli Utenti, Via del Quirinale, 21, - 00187 - Rome, fax 06.42133206, PEC: ivass@pec.ivass.it, using the 'specific form called "Allegato 2" (available from the website www.ivass.it, section "Complaints guide", "How to lodge a complaint") accompanying the file with the documentation relating to the complaint handled by the Company.
<b>BEFORE USING THE JUDICIAL AUTHORITY, it is possible to make use of alternative dispute resolution systems, such as:</b>	
<b>Mediation</b>	By consulting a Mediation Body among those on the list of the Ministry of Justice, available on the Web site www.giustizia.it. (Law 9/8/2013, N. 98).
<b>Assisted negotiation</b>	By request of your own lawyer to the Company.
<b>Other alternative dispute resolution systems</b>	Having verified the validity of the right to compensation by the Insured Party, in the presence of a request for compensation not exceeding € 15,000, any disputes that can also be dealt with through the joint conciliation. For the resolution of cross-border disputes, it is possible to lodge a complaint with IVASS directly to the competent foreign system by requesting the activation of the FIN-NET procedure or the applicable legislation.

**FOR THIS CONTRACT, THE COMPANY PROVIDES AN INTERNET RESERVED AREA TO THE POLICYHOLDER (or HOME INSURANCE), SO AFTER SUBSCRIPTION YOU WILL BE ABLE TO CONSULT THIS AREA AND USE IT TO MANAGE THE SAME CONTRACT BY TELEMATIC MEANS.**

# POLICY FORM

The guarantees operating in favour of the Insured Party and the amounts insured are listed below. Please note that the details of each single guarantee in force are included in the Insurance Conditions, of which this Insurance Document is considered integral part.

GUARANTEES	OPERATING GUARANTEES		AMOUNTS INSURED
	YES	NO	
CHAPTER 1- MEDICAL EXPENSES	X		€ 5,000.00
CHAPTER 2 - DAILY HOSPITALISATION (In case of Covid-19 infection)	X		€ 100.00 per day Max 10 days
CHAPTER 3 - CONVALESCENCE INDEMNITY (In case of Covid-19 infection)	X		€ 1500.00
CHAPTER 4 - PERSONAL CARE	X		Please see Insurance conditions
CHAPTER 5 - BAGGAGE	X		€ 1,000.00
CHAPTER 6 - CANCELLATION OF THE "ALL RISK" STAY	X		€ 20,000 MAX € 50.000
CHAPTER 7 - REPEAT OF STAY	X		Max € 5,000.00
CHAPTER 8 - VEHICLE ASSISTANCE	X		Please see Insurance conditions
CHAPTER 9 - HOME ASSISTANCE FOR FAMILY MEMBERS AT HOME	X		Please see Insurance conditions
CHAPTER 10 - INTERRUPTION OF STAY FOR QUARANTINE	X		€ 1,500.00
CHAPTER 11 - RESIDENTIAL ASSISTANCE	X		Please see Insurance conditions

## WHAT TO DO IN CASE OF A CLAIM

### OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

#### **Personal Care**

In the event of a claim, IMMEDIATELY contact the Company's Operation Centre which operates 24 hours a day and 365 days a year, by calling the following free-phone number:

**800.894123**

**from abroad** it is possible to contact the Operations Centre by calling + 39/039/9890.702 immediately communicating the following information:

- First Name and Surname
- Policy number
- Reason for the call
- Telephone number and/or address at which it will be possible to contact you.

#### **Other guarantees**

All claims must be reported according to one of the following procedures:

- **Via internet (on the Web site [www.nobis.it](http://www.nobis.it) section "On-Line Filing") following the related instructions.**
- **By mail sending the correspondence and the related documentation to the following address:**

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

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## SECTION I - GLOSSARY AND DEFINITIONS

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

**Outpatient Clinic:** the medical structure or centre duly equipped and authorised to provide healthcare services as well as the professional medical studio legally authorised for the exercise of the individual medical profession;

**Adjustment Appendix:** a document in which the Company, on a monthly basis, indicates to the Policyholder the number of names reported and included in the insurance as well as the amount of the premium due to integration of the minimum premium;

**Application:** document certifying the administrative position of each Policy-holder;

**Insured Party:** the person whose interest is protected by the insurance or any person who books a stay in the Hotel regularly communicated to the Company;

**Insurance:** the insurance contract;

**Assistance:** timely help, in cash or in kind, provided to the Insured Party who is in difficulty following the occurrence of an accident;

**Acts of terrorism:** an action in the public domain - including serious forms of illegitimate violence against a community (or part of it) and its assets- aimed at causing terror in the members of an organised community and/or destabilising the established order and/or to limit individual freedoms (including that of worship), through attacks, kidnappings, hijacking of planes, ships, etc. and similar acts provided they are capable of endangering the life of individuals;

**Breakage:** any damage to baggage due to breaking, collisions, impacts against fixed or mobile objects;

**Baggage:** clothing, sporting items and personal hygiene items, photographic and optical equipment, radio and television sets and electronic equipment and the suitcase, bag, backpack that can contain them and that the Insured Party carries with her/him during the Hotel stay;

**Operations Centre:** the structure of the Company made up of technicians and operators, operating 24 hours a day every day of the year that provides telephone contact with the Insured Party and organises and provides the assistance benefits;

**Travelling companion:** The insured person who, despite not having any family ties with the Policy-holder who has suffered the event, is duly registered in the same booking as the Policy-holder;

**Policyholder:** the natural or legal person who stipulates the insurance contract, i.e. the accommodation facility (i.e. Hotel) better defined below;

**Day hospital:** hospitalisation without overnight stay in a health institution;

**Variable Data:** means the variable risk elements aimed at regulating the premium and the relative adjustment, or the number of Policyholders and/or the insured assets for which the insurance coverage is provided which must be communicated by the Policyholder according to the procedures set out in the Contract;

**Domicile:** the place of residence, even temporary, of the Insured Party;

**Contract duration:** the period of validity of the contract chosen by the Insured Party;

**Europe:** all the countries of Europe and the Mediterranean basin with the exception of the Russian Federation;

**Family members:** spouse/cohabitant/common-law spouse, parents, brothers, sisters, children, in-laws, sons-in-law, daughters-in-law, grandparents, uncles and aunts and nephews up to the 3rd degree of kinship, brothers-in-law/sisters-in-law;

**Deductible:** pre-established amount which is still to be paid by the Insured Party for each claim;

**Deductible:** predetermined amount which is in any case charged to the Insured Party for each claim;

**Theft:** is the offence provided for by art. 624 of the Italian Criminal Code, perpetrated by anyone who takes possession of the movable property of others, stealing it from whoever holds it, in order to profit from it for themselves or for others;

**Fault:** damage suffered by the vehicle due to wear, defect, breakage, failure of its parts (with the exclusion of any ordinary maintenance), such as to make it impossible for the Insured Party to use it in normal conditions;

**Hotel/Accommodation facility:** accommodation facilities operating in the form of businesses open to the public, with unitary management, which provide accommodation, possibly food and other ancillary services, in rooms located in one or more buildings or parts of buildings. This includes hotels, B&Bs, residences, houses for rent, farm stay facilities and hostels provided they have a "Cancellation Policy", that is, a regulation of penalties in case of cancellation of the stay;

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

**Fire:** spontaneous combustion with the development of flames;

**Accident:** the event, suffered by the vehicle, due to unforeseeable circumstances, inexperience, negligence, failure to comply with rules or regulations, connected with road traffic, as defined by law, which causes damage to the vehicle such as to make it impossible to use it in normal conditions;

**Compensation or Indemnity:** the sum due by the Company in the event of a claim covered by the policy guarantees;

**Injury:** event due to a fortuitous, violent and external cause, which produces objectively verifiable physical injuries which result in death or permanent disability or temporary total or partial disability;

**Surgical operation:** a medical act performed in the operating room of a health institution or in an outpatient clinic equipped as necessary, which can be pursued through a bloody action on the tissues or through the use of mechanical, thermal or light energy sources. For insurance purposes, the bloodless reduction of fractures and dislocations is also considered equivalent to a surgical operation;

**Permanent Disability:** the definitive and irremediable loss or decline following an accident or illness of the ability to carry out any profitable work, regardless of the profession performed;

**Healthcare institution:** the hospital, the nursing home, the scientific hospitalisation and treatment institutes (IRCCS), the university clinic, duly authorised by the competent authorities- based on legal requirements - for the provision of hospital care. Spas, rehabilitation and re-education healthcare facilities, nursing homes for the elderly, clinics with dietary and aesthetic purposes as well as centres, however intended, providing the benefits defined in art. 2 of the law 03.15.2010 no. 38;

**Italy:** the territory of the Italian Republic, the Vatican City and the Republic of San Marino;

**Illness:** any alteration of the state of health not caused by an accident.

**Pre-existing illness:** illness that is the expression or direct consequence of pathological situations that arose prior to the stipulation of the policy;

**Ceiling:** sum up to which the Company is liable for each claim in the insurance;

**Medicines:** those described in the Annuario Italiano dei Medicamenti. Therefore, parapharmaceutical, homoeopathic, cosmetic, dietary, galenic, etc. products are not considered medicines, even if prescribed by a doctor;

**World:** all countries of the world;

**Family:** the spouse, common in law spouse and children cohabiting with the Insured Party;

**Policy:** the document that proves the insurance;

**Collective policy:** the insurance contract stipulated in the so-called collective form between the Company and the Policyholder;

**Premium:** the sum owed by the Policyholder to the Company;

**Final premium:** the amount of the policy premium payable by the Policyholder to the Company based on the number of names specifically communicated or, in the case of the policy, at the rate, multiplying the gross annual rate indicated in the policy by the actual revenues realised by the Policyholder in the duration period of the policy;

**Minimum premium:** the amount of the policy premium due in any case by the contractor to the Company, regardless of the number of names actually communicated or in the case of the policy at the rate, the actual amount of revenues during the duration period of the policy;

**Quarantine:** mandatory home isolation with active health surveillance;

**Robbery:** the stealing of movable property from whoever holds it, through violence or threats to his person;

**Residence:** the place where the natural/legal person has their habitual residence/registered office as shown in the registry certificate;

**Recovery:** hospitalisation, involving an overnight stay, in a public or private healthcare institution duly authorised to provide hospital assistance;

**Risk:** Probability of the harmful event against which the insurance is provided occurring;

**Uncovered portion:** the part of the damage that can be compensated under the terms of the policy that the Policyholder bears for each claim;

**Accident:** the occurrence of the damaging fact for which the insurance warranty is provided;

**Gross Rate:** the multiplier to be applied to the Contracting party's revenues through which to determine the Definitive Premium;

**Third party:** as a rule, the following do not hold the qualification of third parties:

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

**Vehicle:** mechanical means of transport driven by the Insured Party, powered by a motor and intended for use on roads, in public areas as well as on private ones. The insured vehicle is the one identified in the policy and must be considered new or registered for no more than six months from the effective date of the policy;

**Stay:** The period of stay in the Hotel booked by the Insured Party; the stay in the Hotel begins later at the time of check-in, upon entering the hotel and ends at the time of check-out.

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

The Legal Representative  
Dr. Giorgio Introvigne



## SECTION II - INSURANCE CONDITIONS

Insurance Conditions Filo Diretto Hotel Form 6007 and 2021-04- Last update 01/04/2021

**In this section, the Policyholder shall find the rules governing the relationship between the company and the Policyholder itself, setting out the rights and obligations of the parties.**

### **Art. 1 - DETERMINATION OF THE PREMIUM- DECLARATIONS RELATED TO THE RISK CIRCUMSTANCES**

The premium is determined on the basis of the data indicated on the summary sheet, with reference to the following variables specific to each insured stay: destination, price of the stay, length of stay, ceilings chosen and number of Insured Parties.

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

### **Art. 2 - EXCLUSION OF ALTERNATIVE COMPENSATIONS**

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

### **Art. 3 - BEGINNING OF THE VALIDITY OF THE GUARANTEES AND THEIR DURATION**

The duration of the coverage relating to each Application is that communicated by the Policyholder to the Company for each individual Insured Party through the specific online system, made available to the Company, provided that all the rules of recruitment and communication by part of the Contractor have been respected.

The cancellation of stay guarantee starts from the date of booking through the payment of the insurance premium by the Policyholder or by the Insured Party and ends on the day of departure when the Insured Party checks out of the Hotel. The other guarantees run from the start date of the stay in the Hotel (i.e. from the date of check-in in the booked Hotel) and cease at the time of check-out from the Hotel, however a maximum duration that cannot exceed an even number of days equal to thirty unless otherwise specified in the individual chapters.

Subscription to this policy by the Insured Party must take place at the same time as the booking of the stay (confirmation of the stay at the Hotel).

### **Art. 4 - OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM**

In the event of a claim, the Insured Party shall inform the Company by either written means or by telephone in accordance with the procedures provided for by the individual guarantee. The failure to fulfil this obligation may entail the total or partial loss of the compensation in accordance with Art. 1915 of the Italian Civil Code.

### **Art. 5 - LOCATION OF THE RISK**

The insurance is valid at the Hotel Structure (i.e. the Policyholder) located in the territory of the Italian Republic in order to protect the Insured Party from damages deriving from the events provided for in the insurance guarantees.

The insurance is in any case only valid for events occurring at a distance of more than 50 km from the place of residence, with the exception of the Cancellation guarantee.

### **Art. 5 BIS - INSURABLE PERSONS**

Any person who books a stay at the policy contracting hotel and regularly communicated to the Company.

In the event that the economic burden of the insurance coverage is borne in whole or in part by the Insured Party, non-resident subjects in the European Union cannot be insured, except for further limitations relating only to Residents in Italy, evident from the text of the individual guarantees.

In the event that the economic burden of the insurance coverage is borne by the Policyholder (i.e. policy paid to the Insured Party), the guarantees operate regardless of the residence of the Policyholders, except for the limitations relating only to Residents in Italy, evident from the text of the individual guarantees.

### **Art. 5 TER - NON-INSURABLE PERSONS**

Any person other than those indicated in art. 5 bis.

### **Art. 6 - CLAIMS SETTLEMENT CRITERIA**

The payment of the amount due contractually is made upon the submission in original of the relative duly receipted billing notices, invoices and receipts. At the request of the Insured Party, the Company shall return the afore-mentioned originals, after affixing the settlement date and the paid amount.

If the Insured Party has submitted the original of the notes, bills and receipts to third parties in order to obtain reimbursement, the Company will make the payment of the amount due under this contract upon demonstration of the costs actually incurred, net of the amount charged to the afore-mentioned third parties. Refunds will always be made in Euros. The Company will only reimburse the Insured Party after complete submission of the required documentation necessary for assessment of the claim.



#### **Art. 7 - SETTLEMENT OF DAMAGES/APPOINTMENT OF EXPERTS**

Quantification of the damage shall be carried out by the Company through a direct agreement between the Parties or, failing that, established by two Experts appointed one for each party. In the event of a disagreement they shall elect a Third one. If one of the two Parties fails to appoint its own Expert or there is no agreement on the choice of the third expert, the appointment will be made by the President of the Court in whose jurisdiction the registered office of the Company is located. Each of the Parties shall bear the expense of its own Expert and half of that of the Third Expert. Decisions shall be taken by majority with exemption from all legal formalities and shall be binding on the Parties, who as of now waive any appeal except in cases of violence, wilful misconduct, error or breach of contractual agreements.

In any case, the Parties or one of them shall have the right to apply directly to the judicial authority for the protection of their own rights.

#### **Art. 8 - LAW - JURISDICTION**

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

#### **Art. 9 - INTEGRATION OF CLAIM FILING DOCUMENTATION**

**The Insured Party acknowledges and expressly grants the Company the right to request, in order to facilitate the correct investigation of the insurance case and the settlement of the damage, additional documentation with respect to that indicated in the single guarantee/service.**

Failure to submit documents relating to the specific case may result in the total or partial loss of the right to reimbursement.

#### **Art. 10 - OBLIGATIONS OF THE CONTRACTOR**

The Policyholder undertakes:

- **in the event that the agreements entered into with the Company provide for a mandatory automatic inclusion of all travellers, to insure all customers who purchase a Hotel stay;**
- **in the event that the agreements entered into with the Company, provide for the faculty of the traveller with the right to subscribe the coverage offered by this contract, to propose this policy to all its customers;**
- **to make available to all Policyholders and to deliver to them, in paper or electronic format and before signing the contract, the "Information Set" relating to this policy;**
- **to publish the insurance guarantees provided for in this policy in the promotional catalogues and/or on the institutional sites and/or in the additional documentation used to promote its services.**

#### **Art. 11 - CUMULATION CLAUSE**

It is agreed that if an event affects several Insured Parties with the Company, the maximum outlay of this latter may not exceed the amount of € 500,000.00 per event, except for that provided by the Accidents coverage.

If the amounts to be paid on contractual terms exceed the limits indicated above, the indemnities due to each Insured Party shall be reduced proportionally.

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

Should the Policyholder fail to pay the premium due upon signing the contract or two or more successive premium instalments within the agreed time periods or fail to pay the part of the variable premium in the manner and within the established time limits or does not make any communication regarding the Variable Data or carries it out in a qualitatively and quantitatively incomplete measure or with a delay with respect to the contractual time periods, the Company shall have the right to declare the suspension of the effects of the insurance coverage, by registered letter with return receipt, (with the exception of the "Personal Care" benefits indicated in the guarantee, where applicable) starting from the date of receipt of the communication itself, putting the Policyholder in breach and, if this non-performance persists within 15 days of receipt of the afore-mentioned communication, to declare termination of the contract in the same terms, configuring this conduct by the Policyholder a serious breach of obligations assumed pursuant to Art. 1455 et seq. of the Italian Civil Code, without prejudice to any other right also aimed at compensating for the damage suffered. The suspension and/or termination of the effects of this Contract has effect and value not only for the Policyholder but also for the Insured Party and the latter will be duly informed by the Policyholder of this circumstance, the Policyholder holding the Company harmless from any and all prejudice that might result from failure to comply with this obligation.

In the event of failure to communicate the Variable Adjustment Data or failure to pay the adjustment premium within the agreed terms, without prejudice to the suspension of the guarantee, it is expressly agreed that any claims occurring in the period to which the failure to settle refers will not be indemnified and/or paid by the Company to the Policyholder and/or to the Insured Party. Similarly - if, upon the occurrence of one of the events provided for in this article, an immediate and complete definition of the Policyholder's debt position does not follow - the Company subsequently reserves the right to settle claims in proportion to the collections actually recorded.

#### **Art. 13 - IMPACT CONCERNING THE INSURED PARTY**

The Policyholder undertakes to inform the insured Party, at the time of subscribing the policy, that the insurance guarantee referred to in this Agreement will be suspended by the Company, in addition to the hypotheses provided for by the current code of law, upon the occurrence of the hypotheses referred to in art. 12, i.e. for example in the event that the Policyholder does not make any communication regarding the Variable Data and/or makes it in a qualitatively and quantitatively incomplete measure or with a delay with respect to the contractual terms, the Company being able to persist in this non-fulfilment, shall declare termination of the contract. And this also in the event of non-payment of the premium and/or of the premium instalments subsequent to the scheduled monthly deadlines or of the sums due for adjustment by the Policyholder and, in any case, in relation to all cases in which the Policyholder is in breach of the obligations related to this contract.

The Policyholder shall also undertake to inform the Insured Party of the provisions of the last paragraph of the previous article and to keep indemnified the Company from any and all requests and/or complaints that might be received by the Insured Party.

#### **Art. 14 - SPECIFIC DETAILS RELATED TO THE "STAY CANCELLATION" GUARANTEE**

(this item takes effect wherever the guarantee is provided in the policy)

Upon the occurrence of one of the events provided for in art. 12, the Policyholder shall undertake to keep indemnified the Company from any claim - including economic ones - made by its customers in the event of a request for activation of the "Stay Cancellation" GUARANTEE, provided that the claims affecting the guarantee in question originate directly and exclusively from the application of the penalty for withdrawal from the stay contract by the Policyholder itself.

#### **Art. 15 - EXCLUSIONS AND LIMITS THAT ARE VALID FOR ALL GUARANTEES**

All of the benefits are not due for accidents that occurred during and as a result of:

- state of war, revolution, riots or popular movements, looting, vandalism, strikes; acts of terrorism with the exception of medical assistance and expenses guarantees; earthquakes, tsunamis, anomalous waves, floods, overflows, volcanic eruptions and other atmospheric phenomena declared natural disasters as well as phenomena occurring in connection with the transformation or energy settlement of the atom, natural or artificially caused;
- wilful misconduct or gross negligence by the Policyholder or the Insured Party;
- travel/stay undertaken against medical advice or, in any case, with pathologies in an acute phase or for the purpose of undergoing medical/surgical treatments;
- travel/stay to a territory where a prohibition or limitation (even temporary) issued by a competent public authority is operative, extreme travel/stays in remote areas, reachable only with the use of special emergency vehicles; pollution of any kind, infiltration, contamination of the air, water, soil, subsoil, or any environmental damage;
- bankruptcy or insolvency of the Policyholder, the organiser of the stay, the Intermediary, the Hotel or any supplier;
- errors or omissions when booking or the inability to obtain a visa or passport;
- diseases with symptoms in progress at the time of subscription of the policy for the "Stay Cancellation" guarantee and the start date of the Hotel stay for the "Reimbursement of medical expenses" and "Personal care" guarantees;
- suicide or suicide attempt;
- pathologies attributable to complications of the state of pregnancy beyond the 24th week;
- voluntary termination of pregnancy, removal and/or transplantation of organs;
- non-therapeutic use of drugs or narcotic substances, drug addiction to alcohol and drugs, HIV-related diseases, AIDS, mental disorders and psychic disorders in general, including psychotic and/or neurotic behaviours;
- epidemics or pandemics as declared by the WHO, quarantines. This exclusion does not apply to the Assistance and Medical Expenses guarantees and for what is indicated in Art. 41 of the Stay Cancellation guarantee in relation to Covid 19 infection of the Insured;
- facts and/or circumstances and/or services, even if provided by the Hotel, such as, by way of example, the organisation of excursions, sports tournaments, games in general and any recreational activity carried out both individually and collectively;
- practice of sports such as: mountaineering with climbs above the third degree or access to glaciers, free climbing, jumps from the trampoline with skis or hydro-skis, acrobatic and extreme skiing, off-piste skiing, ski mountaineering, archery, cycling activities, caving, bob-sleigh, river canoeing beyond the third degree, descent of rapids of water courses (rafting), canyoning, kite-surfing, hydrospeeding, bungee jumping, parachuting, hang gliding, paragliding and air sports in general, boxing, wrestling, American football, rugby, ice hockey, scuba diving, heavy athletics, trekking at altitudes above 3000 meters above sea level; equestrian activities, balloon rides, rifle hunting and shooting;
- acts of recklessness;
- sporting activities carried out on a professional basis; participation in sporting events or competitions, including tests and training carried out within federations;
- car, motorcycling, motorboat racing including jet skis, bob-sleigh and related trials and training;
- infectious diseases when assistance is prevented by national or international health regulations;
- childbirth (early, premature or not) that occurred during the stay;
- the performing of activities that involve the direct use of explosives or firearms;
- events that occur in countries in a state of war making it impossible to provide assistance.

This policy is only valid if combined (in ancillary form) with the sale of a Hotel stay booked by the same Professional Operator.

It is not permitted to issue multiple applications to guarantee the same risk in order to raise the ceilings of the specific guarantees and the cumulative risk contractually provided for.

Subscription of this policy cannot in any way be issued to extend a risk (i.e. the stay) already in progress and it is expressly understood that subscription of this policy must necessarily take place at the time of booking the stay. If the issue takes place after the date of booking of the stay, the contract and the single application issued will be deemed to have no effect and the Company will refund the policy premium. All claims relating to events occurring outside the period of use of the hotel stay provided by the Hotel are excluded.

This policy is only valid during the period between the reservation date of the stay and the check-out date indicated in the reservation made and in any case within the maximum limit indicated in the application with a maximum of 30 consecutive days.

With regard to the guarantee for cancellation of the stay, claims relating to coverage of services that are not part of the booking of the hotel stay made are excluded, it being expressly understood that the coverage will only operate in relation to any penalties relating to the failure to use the board and lodging services or of any travel costs related to and included in the booking.

The guarantees are not provided in Antarctica and in the Southern Ocean and in countries that were in a state of war, declared or de facto, including the countries indicated in the JCC Global Cargo report on the <https://www.jccglobalcargo.com/website> which at the time of departure report a degree of risk equal to or greater than "4.0". Countries whose condition of belligerence has been made public are also considered to be in a state of declared or de facto belligerence.

## SECTION III - GUARANTEES OFFERED BY THE INSURANCE

*This section is divided into 11 main chapters (Medical expenses - Hospitalisation allowance - Convalescence allowance - Personal care - Baggage - Cancellation of All Risk Stay - Repeat stay - Vehicle assistance - Home Assistance - Interruption of stay in case of quarantine, Residential Assistance) which govern the guarantees, which are the subject of this Insurance including the related benefits, limits and exclusions.*

### CHAPTER 1- MEDICAL EXPENSES

#### Art. 1 - WHAT IS BEING INSURED

Within the limit of the ceiling (€ 5,000.00) per Insured Party medical expenses that are ascertained and documented incurred by the Insured Party, during the period of their stay in a Hotel for urgent, non-postponable and unpredictable treatment or interventions, which occurred during the period of validity of the guarantee, shall be reimbursed.

The guarantee includes:

- costs of hospitalisation in a health institution;
- surgery costs and medical fees as a result of illness or injury;
- costs for outpatient medical examinations, diagnostic tests and laboratory tests (as long as they are relevant to the reported illness or injury) within the limit of € 1,500.00;
- costs for medicines prescribed by the local doctor (as long as they are relevant to the reported illness or accident) within the limit of € 1,000.00;
- costs for urgent dental treatment, only following an accident, up to € 200.00 per Insured Party;
- transport costs from the place of the accident to the nearest health care institution, up to € 3,000.00.

In the event of hospitalisation or in the event of a day hospital following an accident or illness eligible for compensation under the terms of the policy, the Operations Centre, upon request of the Insured Party, will arrange for the direct payment of medical expenses. In cases where the Company cannot make direct payment, the costs will be reimbursed under the terms of the policy provided these are authorised by the Operations Centre that has been contacted in advance.

In any case, the Insured Party, who will have to pay them directly on the spot, is still responsible for any excess to the limits set out in the policy and the relative deductibles.

For amounts exceeding € 1,000.00, the Insured Party must request prior authorisation from the Operations Centre. The Organised Health Transportation services pursuant to art. 16 and Return of the Convalescent Traveller according to art. 21.

#### Art. 2 - DEDUCTIBLES AND UNCOVERED PORTIONS

An absolute deductible of € 70.00 will be applied for each claim, which shall remain the responsibility of the Insured Party, except in cases of hospitalisation and day hospital for which no deductible will be applied.

For claims with an amount greater than € 1,000.00 in the event of a lack of any authorisation by the Operations Centre, an uncovered deduction equal to 25% of the amount to be repaid with a minimum of € 70.00 shall be applied.

It remains understood that for amounts greater than € 1,000.00 no reimbursement shall be due if the Insured Party is unable to prove the payment of medical expenses incurred by bank transfers or credit cards.

#### Art. 3 - EXCLUSIONS AND SPECIFIC LIMITS FOR THE MEDICAL EXPENSES GUARANTEE

In addition to the exclusions provided for by the common rules of guarantees, expenses for physiotherapy, nursing, spa, slimming treatments and for the elimination of congenital physical defects are excluded; expenses relating to glasses, contact lenses, prostheses and therapeutic devices and those relating to interventions or applications of an aesthetic nature. The insurance does not cover expenses incurred for voluntary termination of pregnancy as well as for the benefits and therapies relating to fertility and/or sterility and/or impotence, for check-ups in Italy for situations resulting from illnesses that began during the stay.

Expenses are also excluded if the Insured Party has not reported the hospitalisation (including that in the Day Hospitals) or first aid benefits to the Operations Centre;

If the Insured Party intends to make use of hospital/medical facilities that are not part of the Network that has an agreement with the Company, the maximum outlay of Nobis Compagnia di Assicurazioni S.p.A. may not exceed the amount of € 3,000.00 without prejudice to the limit of the ceiling indicated in the policy.

In Italy, if the Insured Party makes use of the National Health Service, the guarantee will be valid for any expenses or excess costs remaining to be borne by the Insured Party.

It is understood that upon the occurrence of one of the cases provided for in the fourth and fifth paragraphs of art. 34, no further request relating to medical expenses will be accepted by the Company.

### CHAPTER 2 - DAILY ALLOWANCE FOR HOSPITALISATION FOLLOWING COVID-19 INFECTION

The coverage offered by this chapter is only valid following a COVID-19 infection diagnosed in Italy, after the start of the insurance coverage and during the period of stay in the hotel, provided that the infection involves a consequent hospitalisation.

#### Art. 4 - WHAT IS BEING INSURED

In accordance with the terms of the Insurance Conditions, for the duration of the contractual relationship, the Company shall grant a lump sum indemnity for each day of hospitalisation at a health care institution arranged as a direct and exclusive consequence of the contagion from COVID-19 (so-called Coronavirus) suffered by the Insured Party, regardless of expenses incurred, to the extent of the benefit indicated below.

#### **Art. 5 - BENEFITS**

**If the Insured Party is hospitalised for more than 5 days**, the Company, shall pay for each subsequent day of hospitalisation (i.e. starting from the sixth day of hospitalisation) an amount equal to € 100.00 for a maximum number of days equal to 10. **As a consequence of the above, therefore, the maximum sum payable by each Insured Party during the validity of the policy cannot exceed the amount of € 1,000.00 (one thousand/00).**

### **CHAPTER 3 - CONVALESCENCE INDEMNITY**

#### **Art. 6 - WHAT IS BEING INSURED**

The Company shall pay the Insured Party a fixed and predetermined convalescence indemnity equal to **€ 1,500.00 at the time of the Insured Party's discharge from the Intensive Care Department of the hospital in which s/he was hospitalised following the Covid-19 infection. This benefit will only be effective if the Insured Party, during the afore-mentioned hospitalisation, was hospitalised in an intensive care unit, as resulting from the medical record which must be submitted in full at the time of filing the claim.**

### **CHAPTER 4 - PERSONAL CARE**

**The service activities included in the Personal Care guarantee are offered free of charge.**

#### **Art. 7 - WHAT IS BEING INSURED**

The Company undertakes, within the limits agreed in the policy, to make the insured benefit immediately available to the Insured Party, through the use of personnel and equipment from the Operations Centre, in the event that the Insured Party finds himself/herself in difficulty as a result of the occurrence of a fortuitous and unforeseeable event at the time of signing the policy. The aid may consist of benefits in cash or in kind.

#### **Art. 8 - MEDICAL CONSULTANCY BY TELEPHONE**

If, following illness or injury, it is necessary to ascertain the state of health of the Insured Party, the Company shall make the Medical Service of the Operation Centre available for the contacts or investigations necessary to deal with the first health emergency.

#### **Art. 9 - SENDING A DOCTOR TO ITALY IN THE EVENT OF AN EMERGENCY**

Should the Insured Party, during the stay in Italy, require a doctor and cannot find one, the Company through the Operation Centre shall make its own medical service available to the Insured Party, at night (from 10:00 pm to 8:00 am) and 24 hours a day on Saturdays and holidays, which guarantees the availability of general practitioners who are ready to intervene at the time of the request. By calling the Operation Centre and following an initial telephone diagnosis with the internal doctors on call, the Company will send the requested doctor free-of-charge.

In case of immediate unavailability of a doctor and in case these circumstances make this necessary, the Company will organise the transfer, by ambulance, of the patient to an emergency room at its own expense.

#### **Art. 10 - SENDING A PAEDIATRICIAN IN THE EVENT OF AN EMERGENCY**

Should the Insured Party, during his/her stay in Italy, require a paediatrician and is unable to find one, the Company shall after contacting the Operations Centre and following an initial telephone diagnosis with the on-call doctor, send a paediatrician free-of-charge to the domicile of the Insured Party.

**This benefit is only valid once during the coverage period.**

In case of immediate unavailability of a doctor and in case these circumstances make this necessary, the Company will organise the transfer, by ambulance, of the patient to an emergency room at its own expense.

#### **Art. 11 - RECOMMENDATION OF A DOCTOR WHILE ABROAD**

When the need arises for the Insured Party to undergo a medical examination after a medical consultation (see the "Telephone medical advice" benefit), the Operational Centre will recommend a doctor in the area where the Insured Party is located compatibly with local availability.

#### **Art. 12 - MONITORING OF HOSPITALISATION**

If the Insured Party is hospitalised, the Operational Centre Medical Service shall be available as a point of reference for any communications and updates on the clinical course to be given to the Insured Party's family members.

#### **Art 13 - PSYCHOLOGICAL CONSULTANCY IN CASE OF COVID-19 INFECTION**

The Operations Centre makes its staff specialised in psychological consultations available, from 9:00 am to 6:00 pm, from Monday to Friday, so that that the Insured Party can receive initial support and the most appropriate indications regarding the methods of managing his own psychological distress or of the members of the Family unit. **This benefit is only valid in the case of hospitalisation following COVID-19 infection.**

#### **Art. 14 - SECOND OPINION IN THE EVENT OF A COVID-19 INFECTION**

The Operational Centre makes its own medical service available 24 hours a day so that the Insured Party can send a copy of his medical record and obtain a second opinion from the Company, also with the support of specialist doctors of healthcare structures that have an agreement with the Company, about the diagnostic and therapeutic course of care undertaken. **This benefit is only valid in the case of hospitalisation following COVID-19 infection.**

#### **Art. 15 - EMERGENCY NUMBER INFORMATION IN THE EVENT OF A COVID-19 INFECTION**

The Company, through its Operations Centre which operates 24 hours a day and following a request from the Insured Party, will communicate by telephone those telephone numbers set up by the regulatory Authorities for the management of the events **relating to the Covid-19 infection (so-called Coronavirus) and for the related reports.**

#### **Art. 16 - ORGANISATION OF MEDICAL TRANSPORT**

The Medical Service of the Operations Centre, following an accident or illness of the Insured Party, which involve illness or injuries that cannot be treated on-site or which prevent the continuation of the stay, after possible consultation with the local doctor and, if necessary/possible, that of the family, will organise- upon receipt of medical documentation issued on site certifying the nature of the pathology- the Transport or medical return. Based on the seriousness of the case, the Insured Party will be transported to the hospital centre most suited to his/her state of health or brought back to his/her residence.

In the opinion of the Medical Service of the Operations Centre, medical transport can be organised by the following means:

- medical aircraft - airliner - sleeping car - 1st class couchette - ambulance - other means deemed suitable.

If conditions make it necessary, the transport will be carried out with the accompaniment of medical and/or paramedical staff from the Operations Centre.

The return from non-European countries (meaning any country outside of Continental Europe including possessions, territories and overseas departments), excluding those of the Mediterranean basin, will be carried out exclusively by airliner. The benefits are not due if the Insured Party or his/her family members voluntarily insist upon being discharged against the advice of the medical staff of the facility where the Insured Party is hospitalised.

#### **Art. 17 - RETURN OF FAMILY MEMBERS OR THE TRAVEL COMPANION**

In the event of a medical transport of the Insured Party, Transport of the body of a deceased person and Return of the Convalescing person, the Operations Centre will organise and the Company will take care of the return (tourist class plane or 1st class train) of family members provided they are insured or of a travel companion. The benefit is effective if the Insured Party is unable to use the travel documents in his/her possession.

#### **Art. 18 - TRANSPORTING THE BODY**

In the event of the Insured Party's death during his/her stay, the Operations Centre will organise the transport of the body, completing the necessary formalities and **paying the necessary and indispensable expenses** (post-death treatment, corpse transport documentation) to the burial place in the Insured Party's country of residence. In any case, search costs, burial expenses and any recovery of the body are excluded from the guarantee. **This guarantee will also apply in the event that death occurs due to a pre-existing illness.**

#### **Art. 19 - TRAVEL OF A FAMILY MEMBER IN CASE OF HOSPITALISATION**

In the event of the hospitalisation of the Insured Party for more than 5 days, the Operations Centre will organise and the Company shall pay the return trip (tourist class plane or 1st class train) and the overnight stay costs up to an amount of € 100.00 per day and for a maximum of 10 days for a family member or for another person designated by the Insured Party.

The benefit will be provided only if another adult family member is not already present on site.

#### **Art. 20 - ASSISTANCE TO MINORS**

If, following an illness or accident, the Insured Party is unable to take care of minor children staying with him/her, the Operational Centre shall arrange for a family member or another person designated by the Insured Person or possibly by the spouse, to have a 1st class train return ticket or tourist class plane return ticket, to reach the minors and bring them back to their homes. The benefit will be provided only if another adult family member is not already present on site.

#### **Art. 21 - RETURN OF THE CONVALESCING TRAVELLER**

Whenever the state of health of the Insured Party prevents him/her from returning to his/her residence with the means initially provided, the Operations Centre will organise and the Company- upon receipt of medical documentation issued locally certifying the nature of the pathology- will pay the cost of the ticket for the return journey (by tourist class plane or 1st class train).

The benefit is effective if the Insured Party is unable to use the travel documents in his/her possession.

#### **Art. 22 - PAYMENT OF THE TRANSFER COSTS OF THE FAMILY MEMBER OR TRAVEL COMPANION IN THE EVENT OF HOSPITALISATION**

The Operations Centre will arrange for a family member of the Insured Party or a Travel Companion, who is also insured, to organise the transfer from the Hotel to the hospital and vice versa where the Insured Party is admitted, and the Company will pay the transfer costs within the limit of € 300.00.

#### **Art. 23 - EXTENSION OF THE STAY**

The Operations Centre will arrange for the Insured Party, family members or the travel companion, who is also insured, the logistic organisation for the overnight stay originating from an extension of the stay due to illness or accident of the Insured Party him/herself, against a regular medical certificate and the Company will bear the overnight stay costs up to a maximum of 10 days and in any event within the limit of € 100.00 per day.

#### **Art. 24 - URGENT SHIPMENT OF MEDICINES ABROAD**

The Operations Centre shall, as far as possible and in compliance with the rules governing the transport of medicines and only as a result of a fortuitous event, injury or illness, provide for the shipment of medicines essential for the continuation of an ongoing therapy to their destination, in the event that, since the Insured Party is unable to dispose of these medicines, it is impossible for him/her to obtain them locally or obtain equivalent ones. In any case, the cost of these medicines remains the responsibility of the Insured Party.

#### **Art. 25 - MAKING AN INTERPRETER AVAILABLE ABROAD**

The Operations Centre shall, in the event of a need resulting from hospitalisation or judicial procedures for negligent acts occurred abroad and limited to those countries where there are our own correspondents, organise the finding of an interpreter and the Company shall bear the cost up to € 1,000.00.

#### **Art. 26 - ADVANCES FOR EXPENSES FOR ITEMS OF PRIMARY IMPORTANCE**

Whenever the Insured Party has to incur unforeseen expenses resulting from events of particular and proven gravity, the Operations Centre will arrange for the "on-site" payment of invoices or an advance of money to the Insured Party himself/herself up to the amount of € 8,000.00 against the guarantee that can be provided at home by a third party with immediate coverage of the loan.

#### **Art. 27 - EARLY RETURN**

The Operations Centre will arrange and the Company will pay the cost of the ticket for the early return (tourist class plane or 1st class train) of the Insured Party and of their family member or Travel Companion to his/her residence, following the death or imminent danger of life in the country of residence exclusively of one of the following family members: spouse, son/daughter, brother/sister, parent, father-in-law, son-in-law, daughter-in-law, grandparents, uncles and aunts and nephews up to the 3rd degree of kinship, brothers-in-law and sisters-in-law.

Should it not be possible to carry out an immediate assessment of the case, in order to verify the actual existence of an imminent danger for life, the Company reserves the right to reimburse the amount of the travel documents after verifying the documentation submitted by the Insured Party which certifies that the case can be ascribed to the specific insured situation.

The benefit is also valid for material damage to the main or secondary home, to the professional office or to the company of the Insured Party that make his/her presence indispensable and unable to be postponed. In the event that the Insured Party is obliged to abandon his/her vehicle to return early, the Company will provide the Insured Party with a plane or train ticket to go later to retrieve the vehicle. The benefits are effective if the Insured Party is unable to use the travel documents in his possession.

#### **Art. 28 - TELEPHONE EXPENSES**

The Company will pay for any documented expenses that may be necessary in order to contact the Operations Centre up to € 100.00.

#### **Art. 29 - TRANSMISSION OF URGENT MESSAGES**

If the Insured Party who is in a state of need is unable to send urgent messages to people, the Operations Centre will endeavour to forward these messages.

#### **Art. 30 - SEARCH, RESCUE AND RECOVERY EXPENSES OF THE INSURED PARTY**

In the event of an accident or illness, the Insured Party's search and rescue costs are guaranteed up to an amount of € 1,500.00 per person provided that the searches are carried out by an official body.

#### **Art. 31 - ADVANCE FOR PAYMENT OF BAIL BOND ABROAD**

The Company will proceed with the advance payment abroad, up to an amount of € 25,000.00, for the bail bond issued by the local authority in order to provisionally free the Insured Party. Since this amount represents only an advance, the Insured Party must identify a person who simultaneously makes the amount available to a specific bank account in the name of the Company. In the event that the bail is refunded by the local authorities, it must be returned immediately to the Company which, in turn, will dissolve the aforementioned restriction. This guarantee is not valid for occurrences resulting from the trade and sale of drugs or narcotics, or the participation of the Insured Party in political demonstrations.

#### **Art. 32 - BLOCKING AND REPLACEMENT OF CREDIT CARDS**

The Operations Centre, in the event of theft, robbery or loss of the credit cards held by the Insured Party during the period of validity of the policy, undertakes to notify the companies issuing these credit cards, from the moment in which the Insured Party notifies the theft or the loss and at the same time undertakes actions for the cancellation and replacement of the aforementioned credit cards as well as for the request for a duplicate, where possible.

#### **Art. 33 - ACTIVATION OF THE VIDEO STREAMING SERVICE AND ON-LINE NEWSPAPERS IN CASE OF HOSPITALISATION**

In the event of hospitalisation of the Insured Party during the period of validity of the coverage, the Operations Centre will activate and the Company will pay the cost of the following services in favour of the Insured Party:

- A temporary video streaming subscription in order to make it possible to view entertainment programs through the Insured Party's devices;
- A temporary subscription to an online newspaper chosen by the Insured party.

#### **Art. 34 - EXCLUSIONS AND SPECIFIC LIMITS FOR THE PERSONAL CARE GUARANTEE**

**In addition to the exclusions provided by the standard Rules to guarantees, the Company shall not be liable for the costs incurred by the Insured Party without the prior authorisation from the Operations Centre.**

**If the Insured Party does not benefit from one or more services, the Company is not required to provide compensation or alternative services as a compensation.**

**The Company shall not pay for reimbursements or compensatory indemnities for services organised by other insurance companies or other organisations, or which have not been requested in advance from the Operation Centre and organised by it. The reimbursement can be paid (within the limits set by this contract) only in the event that the Operations Centre, previously contacted, has authorised the Insured Party to manage the organisation of the assistance service independently: in this case the original proofs of the expenses incurred by the Insured Party must be sent to the Operation Centre.**

In the event that the Insured Party voluntarily refuses the organised medical transport/medical return (Art. 16), the Company shall immediately suspend the assistance and the Insured Party will no longer - be able to demand anything from the Company for any reason, reason or cause.

In the event that the Insured Party, in the absence of a medical indication to the contrary, unilaterally refuses the transfer to a Healthcare Facility indicated by the Company, the latter will immediately suspend the assistance and the Insured Party may no longer demand anything - for any reason, or cause - from the Company.

Infectious diseases are also excluded if assistance is prevented by international health regulations.

It is expressly understood that no service can be provided by the Company if the provision itself is prevented or made impossible by provisions of the Authority, including the Health Authority.

#### **Art. 35 - LIABILITY**

The Company declines all responsibility for delays or impediments that may arise during the execution of the Assistance services in case of events already excluded under the Insurance Conditions and as a result of:

- local authority provisions prohibiting the planned assistance intervention;
- any possible or unpredictable circumstance;
- causes of force majeure.

#### **Art. 36 - RETURN OF TRAVEL DOCUMENTS**

The Insured Party is required to deliver any unused travel tickets to the Company following the benefits s/he has utilised.

### **CHAPTER 5 - BAGGAGE**

#### **Art. 37 - WHAT IS BEING INSURED**

The Company guarantees within the limits **equal to € 1,000.00**:

- the baggage of the Insured Party against the risks of fire, theft and mugging which occurred during the stay in the Hotel.
- within the aforementioned maximum amounts, but in any case with the limit of € 200.00 per person, the reimbursement of expenses for a new issuance/duplication of the passport, identity card and driving license of motor vehicles and/or nautical license as a result of events described above;
- within the aforementioned maximum amounts but With the limit of € 200.00 per person, the reimbursement of documented expenses for the purchase of essential clothing and items of personal use incurred by the Insured Party following total theft of the baggage.

#### **Art. 38 - EXCLUSIONS AND SPECIFIC LIMITS FOR THE BAGGAGE GUARANTEE**

In addition to the exclusions provided by the standard Rules to guarantees, they will be excluded also damages deriving from:

- a) wilful misconduct, mistakes, inattention, negligence of the Insured Party, as well as forgetfulness;
- b) theft of baggage contained inside the vehicle that is not properly locked and the theft of baggage placed on board of motor vehicles or placed on external luggage racks. Furthermore, theft from 8:00 pm to 7:00 am is excluded if the luggage is not placed in a locked vehicle in a guarded parking lot;
- c) money, credit cards, checks, securities and collections, samples, documents, airline tickets and any other travel;
- d) document;
- e) jewels, precious stones, fur coats and any other precious object left unattended;
- f) goods purchased during the stay without regular proof of expense (invoices, receipts, etc.).

Without prejudice to the insured sums and the maximum reimbursement of € 250.00 per single item, the reimbursement is limited to 50% for jewels, precious stones, watches, fur coats and any other precious object, photographic and optical equipment, radio and television sets and electronic equipment.

Photograph equipment (lenses, filters, speedlights, batteries, etc.) are considered as a single object.

The coverage cannot operate if the abandonment of the baggage or its destruction (total or partial) are imposed by provisions of the Authorities, including health authorities.

#### **Art. 39 - COMPENSATION CRITERIA**

The compensation will be paid, in addition to the amount reimbursed by the hotel responsible for the event, up to the amount insured, based on the new value for the goods that can be proven (with invoice or receipt) that were purchased new in the three months prior to the damage, otherwise the refund will take into account the deterioration and state of use. For goods purchased during the stay, any compensation will be paid only if the Insured Party is able to provide regular proof of expenditure.

#### **Art. 40 - OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM**

Under the penalty of loss of the right to compensation, the Insured Party is obliged to submit a claim event report to the competent Authority by having the original issued.

The Insured Party is also required to make a prior request for compensation to the Hotel and to produce the original of the carrier's reply letter to the Company. The Company will only reimburse the Insured Party after complete submission of the required documentation necessary for assessment of the claim.

### **CHAPTER 6 - CANCELLATION OF THE "ALL RISK" HOTEL STAY**

#### **Art. 41 - WHAT IS BEING INSURED**

Based on the conditions of this policy, the Company will indemnify the Insured Party and 2 travel companions provided they are insured and registered in the same booking, the withdrawal fee (penalty) deriving from the cancellation of the hotel booking made and any cost of the travel, if relating to and included in the booking and provided that

the relative premium has been paid, determined in accordance with the "Cancellation Policy" provided for in the Hotel Contract, which is a consequence of unforeseeable circumstances at the time of booking determined by any unforeseeable event, objectively documentable, independent of the will of the Insured Party and of such gravity as to make it impossible for the Insured Party to stay at the booked Hotel.

**The inability to stay at the Hotel as a result of Covid 19 infection of the Insured Parties is included in the guarantee.**

In the event of a claim involving several Insured Parties enrolled in the same stay, the Company will reimburse all eligible family members and 2 of the travel companions on the condition that they are also insured.

Cancellations by Insured Parties due to terrorist acts occurring after booking the stay and in the 30 days preceding the expected arrival date at the Hotel are also included in the guarantee, provided that such acts take place within a radius of 100 km from the place where the stay resulting from the booking was foreseen.

#### **Art. 42 - MAXIMUM AMOUNT, UNCOVERED PORTION, DEDUCTIBLES**

The insurance is provided up to the total cost of the stay within the maximum limit per Insured Party of € 20,000.00 and with a limit of € 50,000.00 per event (i.e. the fact that it affects one or more persons objectively connected by the purchase of the same stay which must be booked with the same professional operator).

The compensation will be made after deduction of the following uncovered portions:

- 20% to be calculated on the penalty applied with a minimum of € 50.00 per practice in the cases where the penalty is equal to or greater than 80%;
- 15% to be calculated on the penalty applied with a minimum of € 50.00 per practice for all other cases.

The uncovered portion will not be applied in cases of death or hospitalisation of the Insured Party.

#### **Art. 43 - COMPENSATION CRITERIA**

The compensation due to the Insured Party is equal to the withdrawal charge (i.e. the penalty provided for in the stay contract, in the event of cancellation of the same), calculated on the date on which the event occurred, or the occurrence of the circumstances which made it impossible to stay at the hotel. Any higher withdrawal fee, charged by the Hotel as a result of a delay by the Insured Party in reporting the cancellation of the stay at the Hotel, will remain the responsibility of the Insured Party. In the event of illness or injury of the Insured Party, the Company reserves the right to send its medical officer to the domicile of the same in order to certify that the conditions of the Insured Party are such as to prevent the stay in the Hotel. The Insured Party must allow the Company to carry out the investigations and assessments necessary for the settlement of the claim as well as produce to it all the documentation relating to the specific case, freeing, for this purpose, the doctors who have visited and treated him/her possibly is freed from professional secrecy of the examination of the claim itself.

Failure to fulfil these obligations and/or if the medical officer or the Company ascertainment verifies that the conditions of the Insured Party are not such as to prevent his/her participation in the trip and/or in the event of the Insured Party's failure to submit the documents required by the Company for the correct assessment of the reimbursement request may result in the total or partial loss of the right to compensation.

#### **Art. 44 - RIGHT OF SUBROGATION**

For each cancellation referred to in art. 41 - Subject of the insurance, subject to a withdrawal charge of more than 50%, the Insured Party expressly acknowledges that the ownership and all rights connected to the same are understood to be transferred to the Company which may freely dispose of them on the market, acquiring them definitively and without any request for compensation of the possible payments that may arise from them by the Insured Party.

## **CHAPTER 7 - REPEAT OF STAY AT THE HOTEL**

#### **Art. 45- WHAT IS BEING INSURED**

Within the maximum limit of € 5,000.00 per Insured Party, the Company makes available to the Insured Party and family members who stay with them, provided they are insured, an amount equal to the pro-rata value of the stay not used by the Insured Party due to the following events:

- a) Use of the "Organised Medical Transport", "Body Transport" and "Early Return" services which involve the return to the residence of the Insured Party;
- b) Death or hospitalisation of more than 5 days of a family member of the Insured Party during the stay at the Hotel;
- c) Death or hospitalisation of the Insured Party for more than 3 days during the stay at the Hotel;
- d) Delayed arrival of the Insured Party at the Hotel for reasons not attributable to the Insured Party, which occurred during the journey to reach the booked hotel following these events:
  - Breakdown or accident in the vehicle used to reach the accommodation;
  - Accident during the journey to reach the accommodation;
  - Flight, ship/ferry, train delay;

The amount will be made available to the Insured Party exclusively for the purchase of a stay at the Hotel initially booked or at the Hotel Chain to which it belongs. The pro-rata, non-transferable and non-refundable amount must be used within 12 months from the date of return date to the residence.

## **CHAPTER 8 - VEHICLE ASSISTANCE**

The following services are intended as operating during the transfer of the Insured Party to go from his/her residence to the booked Hotel and vice-versa provided they are in European Union countries.

#### **Art. 46 - WHAT IS BEING INSURED**

The Company will organise and manage the benefits indicated in the following art. 47 through the Operations Centre, that are provided for in the event of a breakdown or accident occurring to the vehicle, it being understood that all costs resulting from the repair of the vehicle (for breakdown and/or accident, theft) will in any case always be borne by the Insured Party.



#### **Art. 47 - RESCUE ASSISTANCE AND TOWING**

If the car becomes immobilised following a breakdown or accident, the Operations Centre will send assistance, 24 hours a day, and the Company will pay the related cost for the roadside assistance vehicle at the immobilisation site, to tow the car to the nearest assistance point of the manufacturer or the nearest auto repair facility or possibly to carry out small repairs on site that allow the car to be driven again. The costs of any spare parts used for carrying out small repairs on site and any other repair costs shall be charged to the Insured Party.

In addition, the cost of the rescue will be borne by the Insured Party if the breakdown or accident occurs outside the public road network or in equivalent areas (circuit or off-road routes).

If the car remains immobilised on the motorway in Italy, the Insured Party must call in the authorised emergency vehicles, subsequently communicating this by telephone to the Operations Centre. This communication is mandatory in order to take advantage of the reimbursement of the rescue, by the Operations Centre upon having received the receipt issued by the authorised rescuer.

#### **Art. 48 - SENDING SPARE PARTS**

The Operations Centre will search for and send the spare parts necessary for the repair of the vehicle, if they are not available in the place where the breakdown or accident occurred. In case of air shipment, the spare parts will be sent to the airport closest to the place where the vehicle is located. In any case, the costs of purchasing spare parts and customs shall remain the responsibility of the Insured Party.

#### **Art. 49 - RETURN TO THE RESIDENCE AND/OR ABANDONMENT OF THE VEHICLE**

The Operations Centre will organise the return of the vehicle of the Insured Party following a breakdown, accident, discovery after theft involving more than 5 working days for the necessary repairs, all within the cost limit for the Company equal to the value of the vehicle after the accident. The vehicle custody costs will be borne by the Company from the time of the accident and until return, with a maximum of € 50.00. If the estimated costs for repairs are uneconomical or in any case higher than the value of the vehicle after the accident, the guarantee shall not be valid, and the Company will only bear the costs of the legal abandonment of ownership.

#### **Art. 50 - CONTINUATION OF THE TRIP**

If the vehicle becomes unavailable, owing to a it breaking down, an accident, a discovery after its theft, for a period longer than 3 working days for the necessary repairs, the Operations Centre will make a ticket available to the Insured Party and the other passengers (tourist class plane or first class train) or alternatively a group C rental car, compatibly with the opening hours of the car rental stations, without a driver for a maximum of 2 days with unlimited mileage to reach the destination. Fuel expenses, non-compulsory insurance and any deductibles shall be excluded.

#### **Art. 51 - RETURN OF THE INSURED PARTY AND OF THE OTHER PASSENGERS**

If the Insured Party has not used the benefits referred to in the previous Art. 49 the Operations Centre will provide the Insured Party and the other passengers with a ticket for the return to his/her residence (tourist class plane or first class train) or alternatively a group C rental car, compatibly with the opening of car rental stations, without driver for a maximum of 2 days with unlimited mileage to reach the residence. Fuel expenses, non-compulsory insurance and any deductibles shall be excluded.

#### **Art. 52 - ASSUMPTION OF THE RESPONSIBILITY FOR THE VEHICLE RECOVERY EXPENSES**

If the Insured Party is unable to return to his/her own home with the vehicle that is the subject of a breakdown or accident, following one of the events referred to in Arts. 47, 49, 51, the Operations Centre shall make available, once repairs have been made, a one-way ticket in order to allow the Insured Party to go to the place where the vehicle is located for its recovery.

#### **Art. 53 - HOTEL EXPENSES**

If the car remains immobilised following a breakdown or accident and the repair can only take place the next day, or if it has been stolen forcing the passengers who are far from their home to a forced stay, the Company will pay for the overnight accommodation in the hotel for all car occupants as well as for breakfast up to a maximum of € 100.00 per person. Expenses other than those indicated above shall remain the Insured Party's responsibility.

#### **Art. 54 - DRIVER**

The Operations Centre will provide a driver to replace the sick or injured Insured Party and provided that no other passenger with a driving license is on board. The driver is available for a maximum of three days to drive the Insured Party's vehicle as quickly as possible to the location of the booked Hotel or to the Insured Party's residence.

#### **Art. 55 - ADVANCE FOR PAYMENT OF BAIL BOND**

In the event of a road accident involving the assisted vehicle, the Operations Centre may proceed with the advance payment abroad up to an amount of € 5,000.00, for the bail bond against bank guarantees deemed adequate by the Operations Centre. If the driver is detained by the Judicial Authority following a conviction, failure to appear or in any other case, the advance amount must be reimbursed to the Operations Centre within 2 months of the advance.

#### **Art. 56 - EXCLUSIONS AND SPECIFIC LIMITS FOR THE VEHICLE ASSISTANCE GUARANTEE**

**In addition to the exclusions provided by the Rules common to the guarantees, the following are excluded from the guarantee:**

- vehicles registered for the first time for more than 8 years;
- vehicles weighing more than 35 quintals;
- non-land vehicles and those that are not regularly registered;
- vehicles rented, hired or used for public transport;
- claims occurring in countries outside the European Union.

## CHAPTER 9 - HOME ASSISTANCE FOR FAMILY MEMBERS OF THE INSURED PARTY WHO REMAIN AT HOME

### The service activities included in the assistance guarantee are offered free of charge

For the Insured Party's family members (spouse/partner, parents, siblings, children, in-laws, sons-in-law, daughters-in-law, grandparents) who remain at home in Italy, the following services start from the day of departure to reach the Hotel booked by the Insured Party and are valid until the return of the same.

#### Art. 57 - MEDICAL TELEPHONE CONSULTATIONS

The Company, through its Operations Centre, makes its on-call medical service available 24 hours a day in order to provide information or suggestions of medical or healthcare nature.

#### Art. 58 - SENDING A DOCTOR IN CASE OF EMERGENCY

The Company, through the Operations Centre, makes its medical service available, at night and 24 hours a day on Saturdays and holidays, which guarantees the availability of general practitioners, paediatricians and cardiologists who are ready to intervene at the moment of the request. By calling the Operation Centre and following an initial telephone diagnosis with the internal doctors on call, the Company will send the requested doctor free-of-charge.

In case of immediate unavailability of a doctor and in case these circumstances make this necessary, the Company will organise the transfer, by ambulance, of the patient to an emergency room at its own expense. The Company will promptly inform the Insured Party about the health conditions of the family member by promptly updating this information until the Insured Party returns from the stay.

#### Art. 59 - REIMBURSEMENT OF MEDICAL EXPENSES

Upon contact with the Operations Centre, medical expenses incurred for basic diagnostic tests will be reimbursed, within the limit of the maximum limit per Insured Party of €1,000.00.

This guarantee is valid only for the Insured Party's family members who remain at home and starts from the day of departure for the Insured Party's stay in the Hotel and expires at the time of check-out at the Hotel at the end of the coverage.

#### Art. 60 - TRANSPORT WITH AMBULANCE

The Company, through the Operations Centre shall, if the patient needs an ambulance transport, arrange the transfer at its own expense, sending the ambulance directly and assuming the transport costs up to a maximum of 200 Km. of total route (one way/return).

#### Art. 61- NURSING ASSISTANCE

Should the patient, following an illness or injury, require Home Assistance from general and/or specialised home-based nurses, the Operation Centre arrange for the search and shall send the personnel, bearing the related costs within the limit of € 1,000.00.

This guarantee is only valid for the Insured Party's family members who remain at home and starts from the day of departure for the Insured Party's stay in the Hotel and expires at the time of check-out from the Hotel at the end of the coverage.

#### Art. 62 - DELIVERY OF MEDICATIONS TO HOME

The Operation Centre guarantees the search for and delivery of drugs 24 hours a day. If the medicine requires a prescription, the staff in charge first goes to the patient's home and then to the pharmacy. Only the cost of the pharmaceutical is borne by the Insured Party.

#### Art. 63 - MANAGEMENT OF THE APPOINTMENT FREE-OF-CHARGE

The Operation Centre makes its own database available related to the healthcare network that has an agreement with the Company. If the patient needs information or an appointment for an exam, visit, hospitalisation, s/he only needs to contact the Operation Centre. Depending on the specific needs relating to the type of examination or visit to be carried out, the desired day and time, the zone and the rate, the Operation Centre shall select, using the database, the doctors and/or healthcare centres that have an agreement with the Company that meet the needs of the patient and by virtue of the preferential access channels, arranges the appointment in the name of and on behalf of the patient.

#### Art. 64 - CONTRACTED HEALTHCARE NETWORK

The Operation Centre, through agreements already in place with clinics, outpatient clinics, medical offices, health facilities in general at a national level, guarantees the use of this network for specialist visits, diagnostic or laboratory tests and hospitalisations, all with agreed and discounted rates, with a preferential access channel.

## CHAPTER 10 - INTERRUPTION OF STAY IN CASE OF QUARANTINE

### Art. 65 - WHAT IS BEING INSURED

If, following a provision of home isolation of the Insured Party by the authorities for quarantine, the Insured Party is unable to take advantage of the booked and purchased hotel stay, the Company shall reimburse the following:

- Penalties charged for the booked and unused hotel stay **within the limit of € 1,500.00 per Insured Party;**
- Any hotel/accommodation expenses borne by the Insured Party for the quarantine period **within the limit of € 100.00 per day for a maximum of 10 days**, if this quarantine cannot take place at the Insured Party's home.

## Art. 66 - EXCLUSIONS

In addition to the exclusions provided by the Rules that are common to the guarantees, the following are considered excluded from the guarantee:

- Stay in destinations with restrictive measures already in force on the date of arrival at the booked Hotel;
- Violations of regulations and/or provisions in force on the date of arrival at the booked Hotel;
- Wilful misconduct or negligence by the Insured Party or of the Policyholder;
- Problems relating to identity and/or travel documents, visas and any documentary equipment required by the regulations in force from time to time.

## Art. 67 - RECOVERIES

The Insured Party and the Policyholder undertake to pay the Company any amount returned by the suppliers of tourist services and/or entities, and the costs not borne in relation to the events covered by the coverage.

## Art. 68 - BEGINNING OF AND DURATION PORTIONS

The guarantee starts from the expected arrival date at the Hotel and ends at the time of check-out from the Hotel.

## CHAPTER 11 – RESIDENTIAL ASSISTANCE

The following benefits are intended as being provided at the Insured Party's main residence in Italy for events that occurred during the stay in the Hotel, or during the period of validity of this policy.

## Art. 69 - WHAT IS BEING INSURED

The Company undertakes to guarantee, in accordance with the methods and limits specified below:

- a) the sending of an electrician at home: in the event of a sudden blackout in the whole house following a fault or short-circuit in the electrical system of the Insured Party's home, the Operational Centre 24 hours a day, 365 days a year, shall arrange for an electrician to be sent to the home. The costs of the technician's trip and the return trip from the home for the emergency intervention shall be borne by the Company. Labour, spare parts and materials used for the repair will be charged to the Insured Party. The service is guaranteed only once during the period of validity of this policy. No benefits shall be provided if the faults are due to the power cable of the home and the interruption of the electricity supply by the electrical utility company;
- b) the sending of a plumber at home: in the event of blockage/breakage of the fixed or mobile pipes of the plumbing or sanitary system in the home of the Insured Party and consequent flooding and/or infiltration and/or lack of water in all the house, the Operation Centre arranges, to send a plumbing technician at the home 24 hours a day, 365 days a year. The costs of the technician's trip and the return trip from the home for the emergency intervention shall be borne by the Company. Labour, spare parts and materials used for the repair will be charged to the Insured Party. The service is guaranteed only once during the period of validity of this policy. No service shall be provided if there is an interruption of the supply by the water utility company, or the simple failure of taps;
- c) sending a locksmith at home, in case of:
  - 1) theft, loss, breakage of keys or the lock of the entrance door;
  - 2) theft or attempted home theft that compromise the functionality of the entrance door and do not guarantee its safety;The Operation Centre shall arrange to send a locksmith to the home 24 hours a day, 365 days a year. The costs of the technician's trip and the return trip from the home for the emergency intervention shall be borne by the Company. Labour, spare parts and materials used for the repair will be charged to the Insured Party;
- d) the service is guaranteed only once during the period of validity of this policy;
- e) the immediate return: if one of the events that can generate the services referred in letters a), b), c) above or due to theft, attempted theft, breakdowns caused by thieves, vandalism, fire, lightning or explosion, make the return to the main residence of the Insured Party that is staying at the hotel or of a family member resulting from the Family Status necessary and urgent, the Operation Centre will arrange for the immediate return of the Insured Party or the family member resulting from the Family Status. The related expenses shall be borne by the Company up to a maximum of € 500.00 per event. The service is not provided if the Insured Party in contacting the Operation Centre does not provide adequate reasons for the causes that make the return impossible to postpone. The service is guaranteed only once during the period of validity of this policy;
- f) supervision of the house's contents: if one of the events that can generate the services referred in letters a), b), c) above or due to theft, attempted theft, breakdowns caused by thieves, vandalism, fire, lightning or outbreak, make it necessary to safeguard the content of the home, the Operations Centre will organise the surveillance of the home or the custody of the home's contents stored in the place indicated by the Insured Party for the time necessary to restore the security of the home. The related costs shall be borne by the Company up to a maximum of 24 hours. The service is guaranteed only once during the period of validity of this policy.

## SECTION IV - FILING THE CLAIM AND COMPENSATION

This section provides the rules and procedures for filing a claim and for obtaining compensation.

### Art. 70 - WHAT TO DO IN THE EVENT OF A CLAIM

#### OBLIGATIONS OF THE INSURED PARTY IN CASE OF A CLAIM

##### Personal Care

In the event of a claim, IMMEDIATELY contact the Company's Operation Centre which operates 24 hours a day and 365 days a year, by calling the following free-phone number:

**800.894123**

**from abroad** it is possible to contact the Operations Centre by calling the number **+ 39/039/9890.702** immediately communicating the following information:

- First Name and Surname
- Policy number
- Reason for the call
- Telephone number and/or address at which it will be possible to call you.

##### Other guarantees

All claims must be reported according to one of the following procedures:

- **Via Internet** (on the website [www.nobis.it](http://www.nobis.it) section "On-Line Filing") following the related instructions.
- **By mail sending the correspondence and the related documentation to the following address:**

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

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

#### IN THE EVENT OF MEDICAL EXPENSES

- Certificate proving emergency First Aid was required on the location of the accident reporting the pathology suffered prescriptions, prognosis and medical diagnosis which certifies the type and manner of the disease and/or injury suffered;
- in case of hospitalisation, complete copy of the medical record;
- medical prescription and original copies of bills, invoices, receipts for the expenses incurred;
- medical prescription for any purchase of medicines, with the original receipts of the medicines purchased;
- policy number.

#### IN CASE OF THEFT OF BAGGAGE

- complaint declaration with the visa of the Police Authority of the place where the event occurred, indicating the circumstances of the accident and the list of stolen objects, their value and the date of purchase;
- complaint presented to the possibly responsible hotelier;
- complaint letter sent to the hotel with the request for compensation and the hotel's reply letter;
- invoices, receipts for goods purchased or lost (in the absence of a list, date, place of purchase and their value);
- proof of the expenses of remaking identity documents if incurred;
- policy number.

#### IN CASE OF CANCELLATION OF THE STAY

- In the event of illness or injury, medical certificate certifying the date of the accident or the onset of the disease, the specified diagnosis and the days of prognosis;
- in case of hospitalisation, copy of the medical record;
- in the event of death, the death certificate;
- in the event of an accident involving the means of transport, a copy of the amicable description of the accident report (C.I.D) and/or accident report drawn by the traffic police;
- account statement confirming the stay booking;
- invoice related to the penalty charged;
- penalty regulations applied by the hotel or by the supplier;
- receipts (deposit), balance, penalty for payment of the stay;
- Stay booking contract;
- policy number;
- for citizens of nationality other than Italian, the Company reserves the right to request a copy of the residence certificate.

#### IN CASE OF VEHICLE ASSISTANCE

- Copy of vehicle registration document;
- original copies of the documents of the expenses;
- policy number.

**IMPORTANT NOTE:**

- **It is always necessary to provide the Company with the original invoices for the repairs as well as the originals of any expenses incurred following the accident.**  
The Company reserves the right to request any further documentation necessary for a correct assessment of the reported claim. **Failure to submit the documents listed above, related to the specific case, may result in the total or partial forfeiture of the right to reimbursement.**
- It is necessary to communicate to the Company any changes in the risk that may occur after the signing of the contract. Remember that the right to compensation expires after two years from the last written request received by the Company regarding the claim (Art. 2952 of the Italian Civil Code).

**Important!**

In any event of a claim together with the documentation, the Insured Party needs to send the Company the details of the current bank account on which he wishes the refund or compensation to be credited (current account number, bank, address, agency number, ABI codes, CAB and CIN).

**For any claims write to:**

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

**in the event of a failure to obtain a response:**

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

## REGULATORY APPENDIX

This section refers to the main regulations mentioned in the contract, so that the Policyholder may better understand the legal references.

### ITALIAN CIVIL CODE

#### Art. 1341 - General Conditions of Contract

*General Conditions, prepared by one of the Parties, are binding on the other party if known by the latter at the time when the contract was concluded or if the might have known thereof by using ordinary diligence.*

*Nevertheless, the following conditions have no effect, unless specifically approved in writing: conditions limiting the liability of the party who has prepared the general conditions or giving said party a power to withdraw from the contract or to suspend the execution thereof. Conditions burdening the other party with time limits for the exercise of the right or limitations to such party's power to raise defences, or with restrictions on freedom of contract with third parties, or with tacit extension or renewal of the contract; clauses providing for arbitration or derogation from the normal venue or jurisdiction of the courts.*

#### Art. 1342 - Contract concluded by means of standardised forms or templates

*In those contracts concluded through the signing of standardised forms or templates, drawn up to regulate certain contractual relationships in a consistent manner, clauses added to the standardised form or templates prevail over those of the standardised form or template whenever they are incompatible with them, even if the latter have not been deleted.*

*Furthermore, the second paragraph of the previous article is also observed.*

#### Art. 1455 - Importance of non-fulfilment

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

#### Art. 1892 - Inaccurate and incomplete declarations without wilful misconduct or serious negligence

*The inaccurate and incomplete declarations by the Policyholder, relating to circumstances such that the insurer would not have given his consent or would not have given it under the same conditions if he had known the true state of things, are grounds for cancellation of the contract when the Policyholder acted with wilful misconduct or serious negligence.*

*The insurer loses the right to challenge the contract if, within three months from the day on which it became aware of the inaccuracy or incompleteness of the declaration, it fails to declare to the Policyholder that it wishes to appeal.*

*The insurer is entitled to the premiums related to the insurance period in progress at the time the cancellation was requested and, in any case, to the premium agreed for the first year. If the claim occurs before the term indicated in the previous paragraph has expired, it is not required to pay the insured amount.*

*If the insurance covers several people or more things, the contract is valid for those people or things to which the inaccurate or incomplete declaration does not refer.*

#### Art. 1893 - Inaccurate and incomplete declarations without wilful misconduct or serious negligence

*If the Policyholder has acted without wilful misconduct or serious negligence, inaccurate and incomplete declarations are not a cause for cancellation of the contract, but the insurer can withdraw from the contract itself, by means of a declaration to be made to the Insured Party within three months from the day on which has known the inaccuracy or incompleteness of the declaration.*

*If the claim occurs before the inaccuracy or incompleteness of the declaration is known by the insurer, or before the insurer has declared that it shall withdraw from the contract, the sum due is reduced in proportion to the difference between the agreed premium and what would have been applied if the true state of things had been known.*

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

*In the insurance in the name of or on behalf of third parties, if the latter are aware of the inaccuracy or incompleteness of the declarations relating to the risk, the provisions of Arts. 1892 and 1893 shall apply.*

#### Art. 1898 - Worsening of the Risk

*The Policyholder is obliged to immediately notify the insurer of the changes that worsen the risk in such a way that, if the new state of affairs had existed and had been known by the insurer at the time of the conclusion of the contract, the insurer would not have allowed the insurance or would have allowed it for a higher premium.*

*The insurer may withdraw from the contract by notifying the Insured Party in writing within one month of the day on which s/he received the notice or in any other way became aware of the worsening of the risk.*

*The insurer's withdrawal shall take immediate effect if the worsening is such that the insurer would not have allowed the insurance; it shall take effect after fifteen days, if the worsening of the risk is such that a higher premium would have been required for the insurance. The insurer is entitled to the premiums related to the insurance period in progress at the time the declaration of withdrawal is communicated.*

*If the claim occurs before the deadline for the communication and for the effectiveness of the withdrawal have elapsed, the insurer is not liable if the worsening of the risk is such that he would not have allowed the insurance if the new state of affairs had existed at the time of the contract; otherwise, the amount due shall be reduced, taking into account the ratio between the premium set forth in the contract and the one that would have been fixed if the greater risk had existed at the time of the contract.*

#### **Art. 1901 - Non-payment of the premium**

*If the Policyholder does not pay the premium or the first premium instalment established by the contract, the insurance shall remain suspended until midnight on the day on which the Policyholder pays the amount due.*

*If the Policyholder does not pay the subsequent premiums at the agreed deadlines, the insurance remains suspended from midnight on the fifteenth day after the deadline.*

*In the cases envisaged by the two preceding paragraphs, the contract is resolved by law if the insurer, within six months from the day on which the premium or the instalment has expired, does not act for collection; the insurer is only entitled to the payment of the premium related to the current insurance period and the reimbursement of expenses. This regulation does not apply to life insurance.*

#### **Art. 1913 - Obligations of the Insured Party in the event of a claim**

*The Insured Party must give notice of the accident to the insurer or agent authorised to conclude the contract, within three days from the day in which the accident occurred or of when the Insured Party became aware of it. Notification is not necessary if the insurer or the agent authorised to conclude the contract intervenes within the aforementioned end of the rescue operations or the claim event report.*

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

#### **Art. 1915 - Non-performance of the obligation of notification or rescue**

*The Insured Party who, maliciously, does not fulfil the obligation to notify or rescue loses the right to compensation.*

*If the Insured Party negligently omits to fulfil this obligation, the insurer has the right to reduce the indemnity owing to the injury suffered.*

#### **Art. 1916 - Insurer's right of subrogation**

*The insurer who paid the indemnity is surrogated, up to the amount paid, in the rights of the Insured Party towards responsible third parties. Except in the case of wilful misconduct, subrogation does not take place if the damage is caused by the children, ancestors, other relatives or kin of the Insured Party permanently living with him/her or by people sharing the household.*

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

*The provisions of this article also apply to insurance against workplace accidents and against accidental mishaps.*

#### **Art. 1917 - Civil liability insurance**

*In civil liability insurance (1) the insurer is obliged to indemnify and hold the Insured Party harmless as concerns what he/she has to pay to a third party as a result of the event during the insurance period, depending on the liability deducted in the contract. Damages deriving from malicious acts are excluded.*

*The insurer has the right, upon notification to the Insured Party, to pay the compensation due directly to the injured third party, and shall be obliged to make direct payment if requested by the Insured Party.*

*The expenses borne to oppose the legal proceedings of the injured party against the Insured Party shall be borne by the insurer up to a quarter of the insured amount. However, in the event that a sum greater than the insured amount shall be due to the injured party, the legal costs must be divided between the insurer and the Insured Party in proportion to the respective interest.*

*The Insured Party may, in agreement with the Injured Party, may take legal action against the insurer.*

#### **Art. 2114 - Compulsory social security and assistance**

*The special laws determine the cases and forms of compulsory pension and assistance and the related social security contributions and benefits.*

#### **Art. 2952 - Insurance prescription period**

*The right to the payment of the premium instalments expires one year after the individual deadlines.*

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

*In civil liability insurance, the term starts from the day on which the third party has requested compensation from the Insured Party or brought an action against him/her.*

*The communication to the insurer of the request of the injured third party or of the action proposed by this proposal interrupts the prescription period until the claim of the injured party can be paid off and become payable or the right of the injured third party is not expired.*

*The provision of the previous paragraph applies to the action taken by the Reinsured Party against the reinsurer for the payment of the indemnity.*

## **CODE FOR PRIVATE INSURANCE COMPANIES**

#### **Art. 166 - Drafting criteria**

*The contract and any other document delivered by the company to the Policyholder must be drawn up in a clear and comprehensive manner.*

*The clauses that indicate forfeiture, nullity or limitation of the guarantees or charges to be borne by the Policyholder or the Insured Party are indicated in particularly prominent characters.*

## **CODE OF CRIMINAL PROCEDURE**

#### **Art. 535 - Order to pay the expenses**

*The judgement imposes on the sentenced person to pay the legal costs [related to the offences to which the sentence refers to].*

*[2. Those convicted of the same crime or related offences are jointly and severally obliged to pay the expenses. Those convicted in the same trial for unrelated crimes are jointly and severally obliged to pay only the common costs relating to the crimes for which the conviction decision was rendered.]*

*3. The costs of maintenance during pre-trial detention shall be charged to the sentenced person [285, 286], in accordance with article 692.*

*4. If the judge has not provided any decision about the expenses, the sentence is rectified in accordance with Art. 130.*

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

Pursuant to art. 13 of the European Regulation 2016/679 (GDPR), containing provisions on the protection of individuals with regard to the processing of personal data, as well as the free circulation of such data, Nobis Compagnia di Assicurazioni S.p.A. (hereinafter also the "Company"), The Data Controller of personal data, provides the information to the data subjects who provide their personal data during the contract period and will process such data as part of the activities provided by the Company.

### 1. Data Controller

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

### 2. Type of data collected

The data collected are personal data regarding identified or identifiable natural persons pursuant to art. 4, par. 1 of the GDPR and data of particular categories as referred in art. 9, par. 1 of the GDPR.

### 3. Purpose

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

- a) purposes related to processing issuance and management of insurance contracts subscribed with the Company, management of obligations related to claims for damages, fulfilment of specific requests of the interested person. The provision of data is necessary to carry out these purposes as it is strictly functional to the execution of the aforementioned treatments. The refusal of the interested person implies the impossibility of the Company to perform the requested service (nature of the *Mandatory* provision, *Contractual* legal basis);
- b) purposes related to obligations imposed by laws, regulations and provisions of the Authorities, community regulations. The provision, by the interested party or third parties, of the data required to carry out the purposes is mandatory. Any refusal will make it impossible to establish or continue the contractual relationship to which this information refers (nature of the *mandatory provision*, *legal judicial basis*);
- c) purposes related to post-sales activities aimed at assessing the satisfaction of users or damaged and for analysis and market research on the services offered. Any refusal would make it impossible for the Company to have useful feedback for the improvement of the activities being processed but would not have consequences on the execution of the practices in progress (nature of the *Voluntary* provision, *Consensual legal basis*);
- d) purposes related to commercial activities for the promotion of insurance services and products offered by the Company and the Nobis Group such as sending advertising material and commercial communications through the use of traditional communications (such as for example paper mail and calls with the intervention of operator), automated (such as calls without operator intervention, email, fax, mms, SMS etc.), as well as by inserting advertising and promotional messages in the area of the Company's website reserved for its customers, provided pursuant to Art. 38 bis of the Ivass Regulation 35./2010 and subsequent amendments. Any refusal would make it impossible for the Company to promote and provide useful information to the data subject but would not have consequences on the execution of the practices in progress (nature of the *Voluntary* provision, *Consensual* juridical basis).

### 4. Processing methods

The data are subject to processing based on principles of correctness, lawfulness and transparency.

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

Processing is carried out automatically and/or manually, by persons specifically appointed, in compliance with the security of the processing as required by art. 32 of the GDPR.

The Company prepares suitable organisational and technological measures so that this policy is followed within the company in order to protect the personal data collected.

The processing and storage of data shall be carried out in Italy. upon clear request of the data subject, the personal data processed could be transmitted to foreign bodies involved in the processing of the files, without prejudice to impediments given by specific legislation, clear lack of the receiving party for what concerns security measures to protect the confidentiality of the information transmitted, indications of the Authorities.

### 5. Probation

The Company does not perform profiling activities using the personal data collected related to the purposes referred in Paragraph 3.

### 6. Communication and dissemination of data

The personal data processed for the aforementioned purposes may be disclosed to the following categories of subjects:

- internal subjects of the Company in charge of the aforementioned processing;
  - external subjects supporting processing such as doctors and health organisations, experts, workshops and body shops, subjects belonging to the Company's distribution network;
  - other corporate functions or external parties of an ancillary or instrumental nature, such as consortium companies belonging to the insurance sector, banks and financial companies, reinsurers, co-insurers, companies in charge of delivering correspondence, subjects involved in tax, financial, legal consultancy and assistance, IT, data retention, auditing and certification of the financial statements;
  - subjects appointed by the provisions of the supervisory authorities to collect policy data for statistical, anti-fraud, anti-money laundering, anti-terrorism purposes.
  - parent companies and/or affiliates of the Company;
  - Public control, surveillance and public safety authorities.
- Any kind of dissemination of the collected data is provided.

### 7. Storage period

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

Should the data subject withdraw his/her consent to the specific processing, the data will be deleted or made anonymous within 30 working days of receipt of the revocation.

### 8. Rights of the data subject

The interested party can assert the rights provided for by art. 15 (right of access by the interested party), by art. 16 (right of rectification), by art. 17 (right to cancellation, "right to be forgotten"), by art. 18 (right to limitation of treatment), by art. 20 (right to data portability) and by art. 21 (right of object) of Regulation 2016/679, by contacting by letter with acknowledgement of receipt addressed to the operational headquarters of Agrate Brianza (MB), to the Human Resources Department, or by e-mail to [info@nobis.it](mailto:info@nobis.it) or [nobisassicurazioni@pec.it](mailto:nobisassicurazioni@pec.it).

The data subject also has the right to lodge a complaint directly with the Data Protection Authority, within the terms defined by current legislation and following the procedures and indications published on the official Web site of the Authority [www.garanteprivacy.it](http://www.garanteprivacy.it).











**Nobis Compagnia di Assicurazioni S.p.A.**

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