



TERMS OF INSURANCE
POLICY NUMBER 6001002800/A
FILODIRETTO TOUR

GLOSSARY

In the following text, the terms will have the same meaning as assigned to them hereby:

Abroad: any country other than Italy as defined hereinafter;

Accident: any occurrence of any fact or harmful event as covered by the insurance;

Alarm Center: the company's structure composed of technicians and operators, working 24 hours a day, seven days a week, who reply by phone to the requests of the insured party and arrange and provide assistance;

Ambulatory: any medical center or structure duly equipped and authorized to provide medical assistance or examinations, as well as any consulting room legally authorized for individual doctors;

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

Assistance: any prompt aid, both cash or in kind, provided to the insured party in difficulty after the occurrence of an accident;

Breakdown: any damage suffered from any vehicle and due to wear-and-tear, defect, failure, non functioning of its components (except an intervention of ordinary maintenance) that prevents the insured party from making normal use of the vehicle;

Car Accident: any event that affects any vehicle, arising out of a fortuitous circumstance, malpractice, negligence, non-compliance with provisions and regulations that is connected with road circulation, as defined by the law, that damages the vehicle and prevents its regular use;

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

Contracting party: any natural or legal person who stipulates the insurance policy;

Damage: any deterioration to the luggage due to breakage, collision, or impact with steady or moving objects;

Day hospital: any one-day admission to the hospital that does not entail an over-night stay;

Deductible: any fixed amount charged to the insured party for any accident;

Duration of the Policy: the period of validity of the insurance policy selected by the insured party;

Europe: any European and Mediterranean country, Russian Federation excluded;

Expenses of the losing party: any expense for a proceeding that the losing party has to pay to the winning party;

Family member: spouses/partners living together *more uxorio*, parents, brothers, sisters, children, parents-in-law, brothers-in-law, sisters-in-law, grandparents, uncles, aunts, nieces and nephews up to the 3rd degree of kinship;

Family unit: the spouse/partner and the children living with the insured party;

Final Premium: the amount of the policy premium payable by the Contracting party to the Company based on the number of names specifically disclosed or, in case of policy rate, by multiplying the gross annual rate indicated in the policy to the real turnover realized by the Contracting party during the term of the policy;

Fire: any combustion with flames;

Fixed excess: the part of damage to be indemnified according to the policy that will be charged to the insured party for any accident;

Gross Rate: any multiplier to be applied to the turnover of the Contracting party used to define the definitive premium;

Hospital: any health care institute, nursing home, university hospital that is duly authorized - as per legal requirements by relevant authorities - to provide hospital assistance. Spas, convalescent homes, centers with beauty or dietary purposes are excluded;

Hospitalization: any stay in a hospital with an over-night included;

Illness: any variation in health conditions that is not due to an accident;

Indemnity: any amount due by the company in case of an accident that is covered by the policy guarantees;

Injury: any event due to a fortuitous, violent or external cause, producing bodily injuries - that may be objectively detected - that results in death, permanent disability or temporary partial or total inability;

Insurance: the insurance policy;

Insured Party: any individual whose interest is protected by the insurance that is any person that subscribed the travel organized by the Contracting party and regularly communicated to the Company;

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

l'ammontare del premio di polizza dovuto dal Contraente all'Impresa in base al numero dei nominativi in concreto comunicati o in caso di polizza al tasso, moltiplicando il tasso lordo annuo indicato in polizza al reale fatturato realizzato dal Contraente nel periodo di durata della polizza;

Limit of Liability: any maximum amount paid by the company for any accident covered by the insurance;

Luggage: any clothes, sports equipment, personal hygiene items, photographic and video equipment, radio-TV sets and electronic devices, suitcases, bags, rucksack that may contain them and that the insured party carries with him/her during the travel;

Medicines: any medicine included in the official Italian List of Medicines. Therefore, they do not include over-the-counter, homeopathic, cosmetic, dietary, galenical products, even if prescribed by a doctor;

Minimum Premium: the amount of the policy premium due in any case by the Contractor party to the Company, regardless of the number of names specifically disclosed or, in case of policy rate, of the real entity of the turnover during the term of the policy;

Official residence: any place where the natural or legal person is officially resident, as per the vital records office;

Permanent Disability: any definitive partial or total loss of the ability of the insured party to carry out any work, regardless of his/her job, due to accidents;

Policy: any document certifying the insurance;

Pre-existing disease: any disease that is directly due to pathological situations that arose before the stipulation of the policy;

Premium: any amount due by the Contracting party to the company;

Residence: any place, even temporary, where the insured party lives;

Risk: any probability that the harmful event covered by the insurance will occur;

Robbery: any misappropriation of personal property from the owner, using violence or by threatening the owner him/herself;

Surgical Operation: any medical operation carried out in an operating room of a hospital or ambulatory that is equipped as required, which is based on surgery of tissues using sources of mechanic, thermal or light energy. For insurance purposes, it includes also the closed reduction of fractures and dislocations;

Theft: any crime under article 624 of the Italian Criminal Code, committed by anyone who takes possession of the personal property of any third party, stealing it from the owner, in order to make profit for him/herself or for any third party;

Third party: usually does not include: a) the spouse, the parents, the children of the insured party nor any other relative or similar person living with him/her as reported at the registry; b) any employee of the insured party having an accident during work activities

Touristic services: any flight, hotel accommodation, transfer, rental, etc. sold by the Contracting party to the insured party;

Travel Companion: any insured person who, even though not related to the insured party who suffered the accident, is regularly participating in the same travel as the insured party;

Travel/Rental: any transfer and/or stay for touristic, educational or business purposes of the insured party as organized by the contracting party; any travel/rental starts after checking-in (by plane), after entering the hotel/apartment (should the stay be provided only), after embarking (by ship or ferry-boat), after sitting in a carriage (by train).

Turnover: any total amount billed by the Contracting party during validity of the policy;

Variable data: these are variable risk elements for the regulation of the premium and the respective adjustment, that is the number of insured persons and/ or insured goods covered by the insurance that have to be communicated by the Contractor according to the procedures provided for by Contract.

Vehicle: any mechanical means of transport driven by the insured party that operates with an engine and runs on roads, both public and private.

World: any country of the world;

SECTION 1 – TORT LIABILITY

ART.1.1 – SUBJECT OF THE GUARANTEE

The Company will indemnify the Insured Party for the sums that he/her might pay, as civilly liable according to the law and as refund (capital, fees and expenses), for the damages caused unintentionally to third parties like death, body injuries, property damages, as consequence of an accidentally occurred fact related to his participation to the journey and/ or stay. The Insurance is valid also for tort liability of the Insured Party from a fact caused by other people, of which he is responsible. If the Insured Party is Contractor of another assurance contract for the same liability risks, this guarantee works in excess to the other contract ("second risk").



ART. 1.2 – MAXIMUM AND FRANCHISE

The guarantee is effective up to a maximum for event and for Policy Holder of 50.000,00 €.

ART. 1.3 – MANAGEMENT OF THE CONTROVERSIES AND LEGAL EXPENSES

The Company takes over in name of the Policy Holder, until it's in its interest, the management of the controversies in extrajudicial seat and in civil and / or penal seat, nominating, where necessary attorneys or technicians, making use of all rights and actions due to the Insured Party. The expenses incurred in to stand the action brought against the Insured Party are charged to the Company, within the limit of an amount equal to a quarter of the maximum fixed by the policy for the damage the request refers to. If the sum due to the Damaged passes this maximum, the expenses are divided between Company and the Policy Holder proportionally to the respective interests. The Company won't refund the expenses of the Insured Party for lawyers or technicians that are not nominated by it and doesn't answer for fines or penalties or for expenses for penal justice.

ART. 1.4 – EXCLUSIONS AND SPECIFIC LIMITS FOR THE GUARANTEE OF TORT LIABILITY

Besides the exclusions provided by the common regulations of guarantees, are excluded damages:

- caused by people not having a dependency relationship with the Policyholder and of which services he/ she makes use;
- theft or fire
- for circulation of motor vehicles, and for navigation of motor boats and for use of aircrafts
- to passengers on vehicles and motor crafts of the Insured Party's property or in his/her possession
- to things that the Policy Holder has on consignment or custody or holds by any way of and to the transported, towed, risen, charged or discharged ones;
- as result of business interruption;
- caused to people who, being in dependency relation with the Insured Party, are damaged during work or being on service;
- concerning the professional activity of the Policy Holder;
- deriving from pollution
- deriving from the execution of professional, industrial or commercial activities;
- caused by breach of contract obligations or default of payment;
- deriving from practicing hunting activities.

ART. 1.5 OBLIGATIONS IN CASE OF ACCIDENT / DAMAGE

The Policy Holder undertakes not to come to an agreement with third damaged parties, not to accept the recognition of liability without the preventive approval of the Company;
He/her undertakes to report with precision the facts (giving the damaged persons' and witnesses' particulars), the date and the place and, in any case, to give all documents, acts and information concerning the accident.

PROVISIONS APPLICABLE TO ALL GUARANTEES

ARTICLE 1 – EXCLUSIONS AND LIMITS APPLICABLE TO ALL GUARANTEES

No service will be provided for accidents that occur during or arising out of:

- wars, revolutions, riots, popular demonstrations, pillages, acts of terrorism or vandalism, strikes;
- earthquakes, flooding and other adverse weather conditions declared natural calamity, events occurred in connection with energetic adjustments or transformation of atoms, both natural and induced artificially. This exclusion does not apply to single cases, such as when weather hazards and social emergencies are not officially defined as such;
- fraud committed by the contracting or Insured party;
- travels against medical advice or, anyway, during a serious illness or for the purpose of undergoing medical/surgical operations;
- sickness due to chronic or pre-existing diseases, already known by the insured party at the date of the stipulation of the policy. Relapses of chronic diseases that were not predictable upon the reservation of touristic services or of the travel are included;
- illness that may be connected with pregnancy complications beyond the 24th week;
- voluntary abortion, organ explants and/or transplants;
- non-therapeutic use of medicines or drugs, alcohol or drugs addiction, HIV-related diseases, AIDS, mental diseases and cerebral organic syndromes;
- sports activities, such as: mountain climbing including climbs exceeding the third degree, free climbing, ski-jumping and water ski-jumping, freestyle or extreme skiing, off-run skiing, bobsleighing, river canoeing exceeding the third degree, rafting, kite-surfing, hydrospeed, bungee jumping, parachuting, hang-gliding, air sports, boxing, wrestling, football, rugby, ice hockey, scuba diving, weightlifting. The following sports are included, provided that they are performed solely for leisure purposes: scuba diving, off-run skiing if authorized by relevant authorities, bobsleighing, rafting and kite-surfing
- acts of imprudence;
- professional training for sports; participation in sports competitions,

including trainings and trials supported by sports associations; competitions connected with leisure and/or games are included and considered as insured;

- racing with cars, motorcycles, motor-boats including water scooters, bobsleighs and relevant trainings and trials, unless connected with leisure;
- infectious diseases if the intervention of assistance is prohibited by national or international health provisions;
- activities implying any direct use of explosives or firearms;
- events that occur in countries subject to wars where no assistance can be provided.

ARTICLE 2 - EXCLUSION OF ALTERNATIVE COMPENSATION

Should one or more services not be rendered to the Insured party, the Company will not indemnify the insured party for the non-rendered services, nor supply any alternative services as compensation.

ARTICLE. 3 - EFFECTIVENESS, APPLICABILITY AND DURATION OF GUARANTEES

The journey's cancellation insurance begins the day of registration to the journey or from the adherence to the policy by payment of the insurance premium by the Policy Holder and/or the Contractor and ends the departure day when the Insured Party begins to use the first touristic services provided by the Contractor.

The other guarantees begin from the journey's departure day (namely the date of the beginning of the touristic services purchased) and end when these finish, in any case at the 60th day from the date of the beginning of the journey with exception of those guarantees provided by the specific rules indicated in the single sections.

ARTICLE 4 - OBLIGATIONS OF THE INSURED PARTY IN CASE OF AN ACCIDENT

In case of an accident, the insured party must contact the company by telephone and in writing and must notify the company of the event in compliance with the requirements of each guarantee. Should the Insured party not meet his/her obligations, the indemnity may be reduced or cancelled pursuant to article 1915 of the Italian Civil Code.

ARTICLE 5 - TERRITORIAL EXTENSION

The insurance is valid in the country or in other countries where the travel is carried out as reported in the policy and where the Insured party has had the accident to be indemnified. Should the travel be made by plane, train, coach or ship, the insurance will be valid from the point of departure (airport, railway station, etc. of the organized travel) to the point of arrival at the end of the journey.

In case of travel by car or by other means than the above-mentioned ones, the insurance will not apply to distances within 50 km from the place of residence.

ARTICLE 6 - DAMAGE PAYMENT CRITERIA

The payment of any contractually due sum will be made upon submission of the relevant original bills as duly receipted. Upon request by the Insured party, the Company will return the above-mentioned original documents, with an indication of the date of payment and the amount paid.

If the Insured party submits the original bills to any third party in order to obtain a reimbursement, the Company will pay any contractually due sum on the basis of the evidence of the expenses effectively incurred, after the amount already charged to any third party. Any reimbursement will be made in Euro only.

The Company will indemnify the Insured party only after submission of all the documents required for evaluation of the damage.

ARTICLE 7 - CONTROVERSY

Damages will be evaluated by the Company after direct settlement between the parties or, failing such a settlement, they will be defined by two experts respectively appointed by the parties. Failing settlement between the experts, they will appoint a third expert. Should either party fail in appointing its own expert or should the experts fail in agreeing upon the appointment of a third expert, the appointment will be carried out by the President of the Court having jurisdiction for the place where the company has its headquarters. Each party will be charged with the expenses for the relevant expert and with half of the expenses for the third expert. Resolutions will be issued by a majority, but no legal formality is required; resolutions will be binding for the parties, who hereby agree to waive any act of impugnation, except in the presence of cases of violence, fraud, error or breach of contractual obligations.

ARTICLE 8 – APPLICABLE LAW AND JURISDICTION

The parties hereby agree that this policy and any dispute arising thereof will be regulated in compliance with Italian law.

ARTICLE 9 - FURTHER DOCUMENTS REPORTING THE ACCIDENT THAT MUST BE SUBMITTED

The Insured party expressly agrees that Nobis Compagnia di Assicurazioni is entitled, to simplify the payment of damages, to demand the submission of documents in addition to the ones required under each single guarantee/insurance.

The non-submission of documents, regarding individual cases, may reduce or cancel the reimbursement.



NOBIS COMPAGNIA DI ASSICURAZIONI S.p.A.

Sede Legale in Borgaro Torinese 10071 (TO) • Via Lanzo, 29

Direzione Generale in Agrate Brianza 20864 (MB) • Viale Colleoni, 21

Tel. 039 98.90.001 • Fax 039.98.90.694 • www.nobis.it • PEC nobisassicurazioni@pec.it

Capitale Sociale € 37.890.907,00 i.v. • REA n. TO 1243609

C.F. e iscrizione al Reg. Imprese di TO n. 01757980923 • P.IVA IT 02230970960

Società iscritta alla Sez. I dell'Albo delle imprese al n. 1.00115

Capogruppo del Gruppo Nobis iscritto al n. 052 dell'Albo dei Gruppi Assicurativi

ARTICLE 10 – OBLIGATIONS OF THE CONTRACTING PARTY

The Contracting party commit itself to:

- insure with this policy all the customers that will buy a travel organized by themselves;
- deliver at all Insured parties, in print and before the signing of the agreement, the Terms of Insurance relating to this policy and its glossary;
- publish in catalogs the synthesis of the insurance coverage provided by this policy.

Article 11 – Clause of Aggregation

It is agreed that if an event involves more insured parties of the company, the maximum amount payable by the company itself shall not exceed the amount of € 300,000.00 per policy and per event.

Should all the insured capitals exceed the limits above, the indemnity for each insured party shall be reduced accordingly.

ART. 12 – NON-PAYMENT – ALSO PARTIAL - OF THE PREMIUM

Where the Contractor does not pay the premium due, when the Contract is signed or two or more following premium's instalments in the agreed time limits or if the Contractor doesn't pay part of the variable premium as adjustment according to the modalities and within the timelimits provided for or if the Contractor doesn't communicate anything of the Variable Data or his/her communication is qualitatively and quantitatively incomplete or late as regards the contractual set terms, will the Company have the right to declare, with recorded delivery letter with advice of delivery, the suspension of the insurance coverage (except for the services of the "Assistance to Persons Guarantee", where provided for) starting from the date of the receipt of the communication itself, bringing a default action against the Contractor. Within 15 days from the receipt of the above mentioned communication if this default of payment still persists will the Company declare according to the same terms the resolution of the Contract, considering this Contractor's conduct a grave non-fulfilment of the obligations assumed under art. 1455 and following of the C.C. (Italian Civil Code), except any other right also on compensation for damages. The suspension and/or resolution of the effects of this Contract is effective and valid for the Contractor and the Insured Party and this last one will be duly informed by the Contractor of this circumstance, relieving the Contractor the Company of any prejudice deriving from the non-observance of this obligation.

In case of non – communication of the Variable Data of regulation or non-payment of the adjustment's premium under the agreed terms, it being understood the suspension of the guarantee, it remains explicitly agreed that the possible damages and accidents occurred during the period to which the non – regulation of the payments is referred will not be compensated and/ or liquidated by the Company to the Contractor and/or Insured Party.

Likewise – if at the realization of one of the events provided for by this article an immediate and complete definition of the indebtedness of the Contractor will not follow – will the Company pay off the damages later on and in proportion to the really registered takings.

ART. 13 – EFFECTS ON THE INSURED PARTY

The Contractor undertakes to inform the Insured Party at the moment of the policy adhesion, that the insurance guarantee of which in this Contract will be suspended by the Company, beside of the events foreseen by the current laws and regulations, when the events under art. 12 occur, that is for example in case the Contractor doesn't make any communication of the Variable Data and/or makes it qualitatively and quantitatively incomplete or late as regards the contractual set terms; if such condition persists the Company is allowed to rescind the contract. And this also in case of non-payment of the premium and/or of the premium's following instalments at the right monthly deadlines, or of the due amounts as adjustment by the Contractor and in any case when the Contractor is in default regarding the obligations deriving from this contract.

The Contractor undertakes also to inform the Insured Party of what provided for by the last paragraph of the foregoing article and to release the Company from any responsibility deriving from any and any kind of request and / or complaint that the Insured Party should make.

WHAT TO DO IN CASE OF AN ACCIDENT

All accidents must be reported as follows:

- by internet (on the web site www.nobis.it under the section "Denuncia on line") in compliance with the instructions provided.
- by telephone calling number +39. 039.9890712

POLICY NR. 6001002800/A

Correspondence and documents must be sent to:

Nobis Compagnia di Assicurazioni S.p.A.
Ufficio Sinistri
Viale Colleoni , 21 – Centro Colleoni
20864 AGRATE BRIANZA (MB)

Based on the general provisions and the provisions applying to each single insurance service, damages must be notified in detail and, in order to speed up the payment, the report of the accident must be attached to the following documents that are required for each single insurance service::

IN CASE OF TORT LIABILITY

- detailed facts' description that have determined the third parties' damage and copy of the filed denunciation presented to the competent authority;
- request of compensation for damages by the damaged third party;
- Possible photographic documentation of the goods or of parts of damaged goods.

Important!

In any case of accident, the insured party shall notify to the company all the documents required and the references of his/her bank account for the payment of the reimbursement of indemnity (number of bank account, bank, address, number of branch, ABI, CAB and CIN codes).

For any claim, please contact:

Nobis Compagnia di Assicurazioni S.p.A.
Ufficio Reclami
Centro Direzionale Colleoni
Viale Colleoni , 21
20864 Agrate Brianza – MB - fax 039/6890432 - reclami@nobis.it

In case of non reply, please contact:

IVASS – Servizio Tutela degli Utenti
Via del Quirinale, 21
00187 ROMA (RM)



NOBIS COMPAGNIA DI ASSICURAZIONI S.p.A.
Sede Legale in Borgaro Torinese 10071 (TO) • Via Lanzo, 29
Direzione Generale in Agrate Brianza 20864 (MB) • Viale Colleoni, 21
Tel. 039 98.90.001 • Fax 039.98.90.694 • www.nobis.it • PEC.nobisassicurazioni@pec.it
Capitale Sociale € 37.890.907,00 i.v. • REA n. TO 1243609
C.F. e iscrizione al Reg. Imprese di TO n. 01757980923 • P.IVA IT 02230970960
Società iscritta alla Sez. I dell'Albo delle imprese al n. 1.00115
Capogruppo del Gruppo Nobis iscritto al n. 052 dell'Albo dei Gruppi Assicurativi