

## Travel Insurance Contract

### Young People & Students Policy

(Assistance, Medical Expenses, Luggage and Civil Liability)

This insurance contract is signed with the Sub-Office and General Agent for Italy of Europäische Reiseversicherung AG.

Europäische Reiseversicherung AG



IMPORTANT REFERENCES	
<b>Emergency and Assistance while Travelling</b> Operational Centre 24/24, 365 days a year <b>+39 02 30300005</b> (option 1)	<b>Reporting Claims and Reimbursement Requests</b> Claim Call Centre Mon.-Thurs. 9.30 am-12.30 pm/2.30-5.30 pm; Fri. 9.30 am-12.30 pm <b>+39 02 00620261</b> (option 2) claims@erv-italia.it; PEC: erv-italia@legalmail.it

**Europäische Reiseversicherung AG**

Registered Office  
 Rosenheimer Straße 116  
 81669 Munich  
 Germany

#### Introduction and Information Leaflet

This Information Leaflet is intended to supply all the preliminary information necessary to the Contracting Party so that s/he is able to subscribe to the chosen insurance with full knowledge of the facts and soundness of judgement. The Information Leaflet has been prepared pursuant to Art. 185, Legislative Decree 209 of 7 September 2005 and IVASS Regulation No. 35 of 26 May 2010.

This Information Leaflet has been drafted in accordance with the format prepared by IVASS but its content is not subject to prior approval by IVASS. It illustrates the basic features of the insurance product but does not replace the Policy Conditions which the Insured must read before signing the contract.

**Sub-Office and General Agent for Italy**

Via G. Washington 70  
 20146 Milan,  
 Italy

#### Information on the Insurance Company

##### 1. ERV

- Company name: Europäische Reiseversicherung AG (hereinafter 'ERV').
- Registered office: Rosenheimer Strasse 116, 81669 Munich, Germany.
- Control authority: the German authority BAFIN.

##### 2. Financial situation at 31/12/2014

- ERV's solvency margin, calculated based on the regulatory requirements applied by the German control authority BaFin, is € 75.2 million, 150% of the minimum solvency margin of € 50 million.
- ERV holds its own funds to cover the technical reserves and other liabilities, as defined by German supervisory regulations, an overall € 179.4 million with an excess of € 27.2 million compared to the minimum required.

##### 3. General Agent for Italy

- Branch Office in Italy: General Agent for Italy (hereinafter 'ERV'), Via G. Washington 70, 20146 Milan; Tel.: +39 02 76416652; website: www.erv-italia.it; E-mail: info@erv-italia.it
- Entry in the Register of Businesses, Milan, Tax code and VAT No. 05856020960; REA 1854153.
- Authorisation to operate in insurance in Italy by right of establishment pursuant to Art. 23 of Legislative Decree 209 of 7/9/2005 (IVASS Notification 5832 dated 27/9/2007), and entry in the Register of Companies set up at IVASS at No. I.00071.

www.erv-italia.it

Share capital: Euro 84,973 million  
 Tax Code, VAT No. and enrolment in the  
 Milan Register of Businesses No.  
 05856020960, EAI 1854153

#### Information on the Insurance Contract

The insurance contract relating to this information leaflet is signed with the General Agent for Italy of Europäische Reiseversicherung AG.

##### 1. Method of completing the contract.

**Acceptance, Signature and Validity of the Contract** – The policy must be:

- signed by the Contracting Party who, for physical persons, must be an adult with the 'ability to act'.
- stipulated by midnight of the day preceding the specific effective date of each cover.
- stipulated to cover the whole trip and so with a duration that coincides with it.

**Contracting Party's Obligations** - The Contracting Party must:

- read the Conditions and Policy Certificate checking the correctness of the data.
- give the Insurance Certificate signed in all parts for formal acceptance to the Intermediary or send it to ERV by fax (+39 02 76416862) or E-mail ([certificati@erv-italia.it](mailto:certificati@erv-italia.it)).

ERV reserves the right to invalidate the policy if the above criteria are not respected.

##### 2. Persons who can be insured

- Domiciled or resident in Italy.
- With legal capacity at the time of signature of the policy.
- Of an age between 6 and 29 years (the guarantee maintains its validity for people reaching that age during the contract).

##### 3. Operation and Effective Date

This insurance product operates:

- from the time and day up to the date indicated on the insurance certificate and, in any case, ceases on return to the residence or domicile;
- for the services and on the Conditions indicated in this Contract according to the type of product chosen by the Insured and indicated on the insurance certificate;
- with extension beyond the date of expiry if the date of return is delayed for reasons beyond the control of the Insured, up to a maximum of 5 days.

##### 4. Geographic and Time Validity

The insurance is valid:

- up to a maximum of 365 days per trip;
- for the destination chosen and indicated in the policy;
- in the event of multiple destinations, according to the following scheme of destination Macro-Area (see the 'Definitions - Glossary' paragraph for the definitions)":
  - 'Italy' macro-area - valid for Italy;
  - 'Europe and Mediterranean Basin' macro-area - valid for Italy, Europe/Mediterranean;
  - 'World' macro-area - valid for Italy, Europe/Mediterranean and the World (excluding Africa & USA-Canada);
  - 'Africa' macro-area - valid for Italy, Europe/Mediterranean, World, Africa (excluding USA-Canada),
  - 'USA-Canada' macro-area - valid for any world destination including USA-Canada (except for the indications of the General Exclusions).

Register of Insurance and Reinsurance  
 Companies set up at IVASS No. I.00071.

Company authorised to carry out insurance  
 business in Italy in right of establishment  
 pursuant to Art. 23 of Legislative Decree  
 209 of 7/9/2005 (IVASS notification  
 5832 of 27/9/2007).

Member of the ETI Group  
 European Travel Insurance Group

## 5. Insurance covers offered

See the General Policy Conditions described below according to the type of product chosen by the Insured and indicated on the Policy Certificate for the applicability of the covers.

## 6. Premium

Pursuant to Art. 1901, sub-para. 1, of the Civil Code, the insurance is effective from the day indicated in the policy, if the premium has been paid, otherwise it is effective from midnight on the day of payment. If the premium has not been paid and there is an incident, ERV is understood to be exonerated from the service where the failure to pay is attributable to the Contracting Party.

## 7. Subscription limit

Stipulation of more than one ERV policy or with ERV specifications to guarantee the same risk is not permitted if intended to:

- raise the capitals insured by the specific guarantees of the products;
- extend the period of cover of a risk already in operation (ban on the issue of policies consecutive in time);
- include a trip already undertaken in the cover (ban on the issue of policies while already travelling).

## 8. Right of recourse

The Company is subrogated in all rights and actions that the Insured may have against those responsible for damages up to the limit of the sum liquidated.

## 9. Co-existence of other insurances

If there is more than one insurance covering the same risk, the Insured is required to notify each insurer of the other contracts signed. On the occurrence of an incident, the Insured must notify all the insurers and may ask each of them for the amount due in accordance with the respective contract considered independently as long as the overall sums collected do not exceed the amount of the damage. If the Insured wilfully neglects to advise the insurers, they are not required to pay the indemnity pursuant to Art. 1910, sub-para. 2, Civil Code.

## 10. Increase/Reduction of the risk

The Contracting Party/Insured must notify ERV in writing of any increase in the risk. Increases in the risk not notified or not specifically accepted by ERV may lead to the total or partial loss of the right to the services and also the termination of the covers set out in the policy, pursuant to Art. 1898 of the Civil Code.

### 'War zones' clause – reduction of the liability and accumulation limits and the Insured's obligations:

If the Insured's destination is subject to sudden episodes of armed conflict, hostilities, war, civil war, rebellion, revolution, insurrection and riots, martial law and usurpation of power, even though occurring suddenly after the stipulation of the policy by the Contracting Party/Insured, following the increase in risk:

- a) the maximum limits of the various services for events correlated with the aforesaid episodes, are thus considered reduced:
  - Assistance: up to a maximum of € 5,000, unless a lower maximum limit is set out in normal situations;
  - Medical Expenses: up to a maximum of € 20,000, unless a lower maximum limit is set out in normal situations;
  - Injuries: up to a maximum of € 20,000, unless a lower maximum limit is set out in normal situations;
  - Third Party Liability: up to a maximum of € 10,000, unless a lower maximum limit is set out in normal situations;
  - Luggage: up to a maximum of € 300, unless a lower maximum limit is set out in normal situations.
- Further, an accumulation limit of € 50,000 per event is set up for the increase in the risk; if the capitals insured overall exceed the aforesaid amounts, the indemnities due shall be proportionally reduced on the individual contracts signed until their sum is not higher than what would be due on the basis of the limits allowed by this paragraph.
- b) If the Insured has already left, s/he must immediately contact ERV and act to leave the country in 10 days of the date of declaration of the 'war zone'. This policy shall cease after this term.

## 11. Statements of the Insured on the circumstances of the risk

Imprecise statements or reticence by the Insured in relation to the circumstances influencing the assessment of the risk may lead to the total or partial loss of the right to the services and also the termination of the insurance pursuant to Articles 1892, 1893 and 1894 of the Civil Code.

## 12. Reporting incidents – Request for Assistance and the Insured's obligations

### Management of the emergency – Request for Assistance

For every request for reimbursement, the Insured, or the person acting on his/her behalf must **contact the ERV Operational Centre as soon as possible and preferably before taking any personal initiatives**, so that the type of request can be advised and any acceptance of payments permitted.

Operational Centre references: Inter Partner Assistance S.A. General Agent for Italy (on behalf of ERV): Via Bernardino Alimena 111, 00173 Rome, Italy, Tel: +39 02 30300005 (option 1).

**In the event of unjustified failure by the Insured, ERV reserves the right to reimburse, if due, up to the amount equivalent to the costs that the Operational Centre would have sustained if it had been advised in time to accept the direct management and negotiation of the case.**

### If an incident is reported and a request made for reimbursement

For every request for reimbursement, the Insured, or the person acting on his/her behalf must:

- contact the ERV Ufficio Sinistri (Claims Office);
- compile the report form in full and send the documentation indicated to the Claims Office according to the type of cover involved through written request to ERV, Ufficio Sinistri (Claims Office), Via G. Washington 70, 20146 Milan, by registered letter with return receipt or certificated e-mail within 20 days of the occurrence of the event or 7 days of the return to Italy.

Similarly, the Insured must:

- Attach the insurance certificate and any original documentation requested;
- Ensure ERV the right to request additional documentation, hereby undertaking to send it promptly;
- Release the doctors who checked him/her before and after the incident from professional secrecy with ERV.

In addition:

- Any costs for the search and estimate of the damages are the responsibility of the Insured.
- See the Policy Conditions for the reimbursement estimate, made in Italy and in Euros.

ERV Claims Office references: Via G. Washington 70, 20146 Milan, Tel: +39 02 00620261 (option 2), Fax: +39 02 76416862, E-mail: claims@erv-italia.it, PEC erv-italia@legalmail.it. The Claims Office is open to the public as follows: Mon.-Thurs. 9.30 am-12.30 pm/2.30-5.30 pm, Fri. 9.30 am-12.30 pm.

**'War Zones' clause:** if the Insured's destination is declared a 'war zone', s/he must contact ERV immediately and act to leave the country within 10 days of the date of declaration of the 'war zone'. The policy shall cease after this term. Please see the 'Increase/Reduction of the Risk' paragraph for further details.

## 13. Limitation Period

All rights with ERV are limited to the term of two years from the day on which the fact on which the right to assistance and/or indemnity is based occurred, pursuant to Art. 2952 of the Civil Code.

## 14. Right to cancel

If this insurance does not satisfy the requirements of the Insured, s/he can exercise their right to cancel this insurance policy by notifying the company in a registered letter with return receipt within 14 days of the date of signature of the contract, without prejudice to the Company's right to withhold the premium payment corresponding to the period in which the policy was effective, and the insurance taxes. Pursuant to Art. 67-duodecies, the right to cancel does not apply to Travel and Luggage insurance policies or similar insurance policies lasting less than 1 month.

## 15. Applicable law

This Contract is regulated by Italian law, pursuant to Art. 180 of the Insurance Code, except for the international private law regulations. The legal provisions apply for anything not otherwise specified herein. All disputes relating to this contract are subject to Italian jurisdiction.

## 16. Tax regime

Where due, tax rates in accordance with current legislation are applied to this assurance contract.

### 17. Information during the contract

ERV undertakes to advise the Insured promptly of any variations in the information in the Information Leaflet, also occurring as a result of amendments to the law after the conclusion of the contract.

### 18. Delimitations and legal effects relating to all services

- ERV is not obliged to compensate incidents caused by the wilful misconduct or serious negligence of the Contracting Party or Insured, as set out by Art. 1900, sub-para. 1, of the Civil Code;
- ERV is not required to indemnify or provide alternative services of any kind by way of compensation if the Insured does not use one or more services and/or guarantees;
- ERV shall not assume responsibility for damages arising from a delay or lack of operation due to directives given by the relevant national or foreign authorities, unforeseeable circumstances, *force majeure*, and unexpected or incomplete information supplied by the Insured;
- ERV cannot be held responsible for refusing to perform the services if, objectively or in the judgement of its doctors, they are not necessary;
- movements organised by ERV through the Operational Centre are made using the most suitable means of transport in relation to the section to cover and the Insured's conditions of health.

#### Sanctions and Embargoes Clause:

This insurance and the relative covers, including the payment of claims or the provision of any benefit or service, is only and exclusively guaranteed if not in contradiction with embargoes or economic, commercial and financial sanctions implemented by the European Union, Italian government or any other international body recognised by the Italian government, where possibly also applicable to the Contracting Party and the Insured of this policy.

### 19. Complaints on the contract (See the *Contacts* section of [www.erv.it](http://www.erv.it) for greater details on the procedures)

Complaints concerning the management of the contract, specifically concerning the attribution of liability, the effectiveness of the service, quantification and distribution of the sums due to those entitled must be referred directly in writing to ERV: Ufficio Reclami (Complaints Office), Europäische Reiseversicherung AG General Agent for Italy, Via G. Washington 70, 20146 Milan, E-mail: [reclami@erv-italia.it](mailto:reclami@erv-italia.it), PEC [erv-italia@legalmail.it](mailto:erv-italia@legalmail.it), fax +39 02 76416862. If the applicant is not satisfied by the outcome of the complaint or no acknowledgement is received within the maximum term of 45 days, s/he can refer to: IVASS, Servizio Tutela degli Utenti (User Protection Service), Via del Quirinale 21, 00187 Rome, Telephone 06 421331, enclosing the documentation relating to the complaint dealt with by the company with the complaint. In relation to disputes on the quantification of damages and the attribution of liability, please remember that there is the exclusive competence of the legal authority in addition to the right to resort to conciliation systems where they exist.

### Privacy

#### Information given to the interested party for the insurance processing of general and sensitive personal data.

Pursuant to Article 13 of Legislative Decree 196 of 30 June 2003 (hereinafter denominated 'Law'), and in relation to the personal data to be processed, please note the following:

1. The processing of the personal data requested or acquired is aimed at the performance of the insurance and re-insurance business by ERV and the connected activities for which ERV is authorised pursuant to the provisions of the law in force.
2. Processing can also be made without the aid of electronic or however automated instruments and consists of the operations indicated in Article 4, sub-para. 1, (b) of the Law or parts of it.
3. Assignment of the personal data is optional, unless requested by specific legislation, for example that on anti-money laundering, the central accident database and the Department of Motor Vehicles.
4. Any refusal to respond may lead to the impossibility of stipulating or fulfilling the contract, or the management and liquidation of the claim reported.
5. For the purposes indicated in Point 1, the personal data may be notified to other parties in the insurance sector such as, for example: insurers, co-insurers and re-insurers, agents, sub-agents, producers, brokers and other distribution channels, experts, consultants and lawyers, service companies to whom the management and/or liquidation of claims is entrusted, promotional or telemarketing campaigns or their executive activities, association and consortia bodies (ANIA) in the insurance sector, external databases, IVASS and the Ministry of Industry, CONSAP and UCI, and external databases for which advice of the data is compulsory. In this case, the identification data of the aforesaid other data controllers and any managers can be acquired from the public register kept by the 'Personal data protection authority' and the aforesaid bodies.
6. The personal data is not distributed.
7. The personal data supplied may be transferred outside national boundaries for the purposes indicated at Point 1 above.
8. Article 7 of the Law gives the interested party specific rights, including that of obtaining the confirmation of the existence or not of personal data concerning him from the data controller and its communication in an intelligible form, of knowing the origin of the data and also the logic and purposes on which processing is based, obtaining the cancellation, transformation into an anonymous form or the block on the data processed in breach of the law, as well as the updating, rectification or, if there is an interest, the supplement of the data, and oppose processing for legitimate reasons.
9. The data controller is ERV in Italy.
10. The interested party has the right to know what his/her data is and how it is used at any time. S/he also has the right to have it updated, supplemented, rectified or cancelled, request the block and oppose its processing.
11. For the exercise of the rights, contact Europäische Reiseversicherung AG, General Agent for Italy, Privacy Service, Via G. Washington 70, 20146 Milan, fax +39 02 76416862 or E-mail: [privacy@erv-italia.it](mailto:privacy@erv-italia.it) where s/he can also obtain the list of current data controller managers.

### Definitions (Glossary)

The definitions are an integral part of the insurance policy and detail their meanings included in the Policy Conditions.

**Purchase of essential goods:** this means the goods and articles strictly necessary for adequate hygiene (e.g. toothbrush, toothpaste, shampoo and shower gel), dignified personal care (clothing), a sufficient level of health and safety (e.g. contact lenses or eyeglasses and lifesaving medicines).

**Africa:** all the countries in the African continent, excluding the countries overlooking the Mediterranean Basin (see 'Mediterranean Basin').

**Geographical area:** the area or country for which the Insured has booked the trip and for which the relative premium has been paid and from where return to Italy will be made within the period booked.

**Insured:** the persons indicated on the insurance certificate, with residence or domicile in Italy, whose interests are protected by the insurance.

**Insurance:** the insurance contract (see also 'Contract').

**Assistance:** service of immediate aid given through the Operational Centre that ERV must give the Insured who is in a difficult situation following the occurrence of an incident.

**Mediterranean Basin:** all the countries overlooking the Mediterranean Basin (see also 'Europe and the Mediterranean Basin').

**Luggage:** personal effects, sports equipment, gifts and mementoes of the trip for personal use and owned by the Insured.

**Operational Centre:** the structure of operators, doctors and technicians that ERV makes available to the Insured 24/24, 365 days a year, and which makes the telephone contact with the Insured, organises and provides the assistance services set out in the policy and manages the claims. The Operational Centre for Italy is that of Inter Partner Assistance S.A., General Agent for Italy (on behalf of ERV).

**Insurance Certificate (Policy):** the summary document proving the purchase of the insurance policy.

**Travelling Companion:** the person travelling with the Insured over the whole of the same route and who may also be included in the same insurance certificate.

**Contracting party:** the physical person or legal entity which stipulates the insurance contract with payment of a premium.

**Contract:** the insurance contract, signed by the Contracting Party, containing the Information Leaflet and General Conditions of Insurance.

**Domicile:** the dwelling place, also temporary, of the Insured who carries out his/her business or has his/her economic interests in Italy.

**ERV:** the commercial brand of Europäische Reiseversicherung AG.

**Europe and the Mediterranean Basin:** the geographic area extending from the Iberian peninsula to the Ural Mountains including the Canary Islands, Madeira and the countries overlooking the Mediterranean Sea (Morocco, Algeria, Tunisia, Libya, Egypt, Cyprus, Israel, Lebanon, Syria and Turkey).

**Excess:** the sum established on the Policy Certificate or in the Insurance Conditions which is deducted from the total of the indemnity as actually calculated by ERV, following the occurrence of a claim, and which remains the responsibility of the Insured.

**Family members:** spouse or cohabitant, and relatives and kin of the Insured to the second degree (therefore children, parents, brothers and sisters, grandparents, parents-, sons-, daughters-, brothers- and sisters-in-law, adopted children, adopted parents, step-brothers and sisters and step-parents of the Insured).

**Theft:** the offence, set out by Art. 624 of the Criminal Code, perpetrated by anyone who takes possession of something belonging to another, removing it from the owner to gain profit from it for themselves or others.

**Guarantee:** cover or service – different from assistance – offered by ERV in the event of an incident, based on the provisions of the insurance, consisting in a repayment, indemnity and/or compensation of the damage to the Insured.

**Injury:** the event due to fortuitous, violent and external reasons that produces physical objectively ascertainable injuries resulting in death or permanent invalidity.

**Intermediary:** person or company authorised to distribute ERV policies who offers and issues policies in favour of the Contracting Party.

**Permanent invalidity:** the whole or partial definitive loss of the Insured's general ability to carry out any work, irrespective of his/her profession, arising from an injury.

**Medical institution:** the public hospital, clinic or private nursing home, duly authorised by the relevant authorities for the admission and medical assistance of patients. Spas, convalescence, rehabilitation and home-stay homes are not considered medical institutions, nor are health clinics and those for dietary and aesthetic purposes.

**Italy:** all the national area including the Republic of San Marino and the Vatican City State.

**Illness:** any verifiable alteration of the state of health.

**Existing illness:** illness that is the direct expression of pathological and/or recurrent or existing situations at the subscription of the policy, and/or which have caused treatment, cure or admission to hospital or were diagnosed before the stipulation of the contract.

**Liability limit:** the maximum amount, established in the Policy Certificate or Policy Conditions, up to which ERV undertakes to give the cover or provide the assistance services.

**Means of public transport:** all aircraft, and also land vehicles and vessels intended for the public transport of passengers which, on the basis of the specific permits or concessions, connect two or more places continuously or periodically and not occasionally.

**World:** all the countries and relative areas excluding the United States of America and Canada.

**Premium:** the sum of money due by the contracting party to ERV.

**Services:** the assistance given by ERV, via the Operational Centre, to the Insured if there is an incident.

**Pro Rata Temporis:** "in proportion to time", indicates the indemnity method of only the period effectively subject to insurance cover.

**Residence:** the place where the Insured has his/her habitual home.

**Admission to hospital:** stay in a care institute requiring an overnight stay.

**Excess:** the part of the amount of the indemnity, expressed as a percentage, that is compulsorily the responsibility of the Insured.

**Claim:** the occurrence of the damaging fact following a fortuitous event for which the cover is given.

**Company:** the insurance company, i.e. Europäische Reiseversicherung AG.

**The United States of America (USA) and Canada:** The USA and Canada and the relative areas.

**Current value:** the new value of a good of the same type and quality, reduced by an amount representing the loss of value for wear and age.

**Material value:** current value of the material excluding the data it contains or its recovery and also the intellectual value.

**Trip:** the transfer, stay or location resulting from the relative travel contract or document which sets out a movement from the place of residence.

## General Conditions of Insurance

### See the Information Leaflet – Information on the Contract

The Information Leaflet is an integral part of the General Conditions of Insurance listed below.

### Exclusions Common to all Covers

All indemnities, services, consequences and/or events arising directly or indirectly from the following are excluded from the insurance:

- a) Inadequately documented causes and events.
- b) No previous contact with the Operational Centre for the organisation or possible authorisation of the services in this policy; this exclusion does not apply in the event of proven impossibility of contacting the Operational Centre because of the extreme urgency and/or gravity of the event.
- c) Unlawful or malicious behaviour (whether carried out or attempted) or due to carelessness or gross negligence: suicide or attempted suicide.
- d) Mental illnesses, states of anxiety, stress and depression, mental disorders in general and neuroses, and also Acquired Immune Deficiency Syndrome (AIDS); psychological reaction arising from fear (e.g. an act of war, popular uprising, act of terrorism and aeroplane crashes).
- e) Existing illnesses, i.e. illnesses that are the direct expression of pathological and/or recurrent or existing situations at the subscription of the policy, and/or which have caused treatment, cure or admission to hospital or were diagnosed before the stipulation of the contract. Limited to Class A the following are understood to be included, within the sublimit of € 100,000 per event, the unforeseeable worsening of existing pathologies occurring after booking the trip.
- f) Voluntary discharge by the Insured against medical opinion.
- g) Trips undertaken against medical advice and/or for the purposes of undergoing medical-surgical, aesthetic or rehabilitation treatment. Elimination or correction of physical defects or malformations existing at the signature of the policy. Objectively foreseeable and/or planned medical checks. Purchase of dental and orthopaedic prostheses or therapeutic devices.
- h) Intoxications, illnesses and injuries consequent on and arising from the abuse of alcohol and drugs, as well as the non-therapeutic use of hallucinogens and narcotics.
- i) Illnesses arising from pregnancy after the 26th week of gestation, and confinement. Threatened miscarriage in the event of negligence or wilful misconduct by the Insured. Voluntary interruption of pregnancy or birth during the trip (on this point, even if born prematurely, the newborn baby is not covered by insurance).
- j) Illnesses and accidents arising from acts of daring or dangerous sports, for example, mountaineering, hiking (above 2500 metres), jumping from platforms with skis or water-skis, driving and use of bob-sleighs and bobs, hang- and para-gliding, scuba diving, speleology, boxing, canoeing and rafting, horse-riding competitions, hunting and shooting, ice hockey, off-piste skiing, rugby, American football, bungee jumping, weightlifting and wrestling in all its various forms.
- k) Illnesses and injuries suffered as a result of sports activities carried out professionally or as an amateur or in relation to participation in races.
- l) Business missions/trips that set out the performance of mainly manual and/or manufacturing work and/or with the aid of mechanical or industrial instruments and machinery.
- m) Missions/trips that set out the transport and/or supply of arms, vehicles, materials, instrumentation, equipment or any goods whose recipients are bodies taking part in military operations of any kind and purpose.
- n) Hunting; possession of arms and ammunition, although having the appropriate licences and permits.
- o) Trips undertaken in countries subject to embargoes or international sanctions or areas where the Foreign Ministry does not advise travelling; extreme journeys to remote areas that can only be reached using special means of transport or where situations of armed conflict, hostilities, war, civil war, rebellion, revolution, insurrection and riots, martial law and usurpation of power persist.
- p) Strikes, demonstrations and events related to them.
- q) Acts of sabotage, vandalism or terrorism in general including the use of all types of nuclear or chemical device. Limited to the 'Medical Expenses' and 'Health Assistance while Travelling' covers, acts of terrorism in general are included in the cover without prejudice to the liability limits and any excess set out.

- r) Events arising from phenomena of transmutation of the atom, ionising radiation, radioactive contamination or chemical-biological or bacteriological contamination, pollution of the air, water, soil or subsoil or from any environmental damage.
- s) Natural catastrophes and other upheavals of nature.
- t) Pandemics, if defined as such by the World Health Organisation (WHO).

## Special Insurance Conditions

### Medical Expenses

In the event of accident or illness of the Insured, ERV shall organise the operations necessary to assist the Insured through its Operational Centre, in accordance with the liability limits and the conditions relating to the product class chosen by the Contracting Party, and indicated below, except for the Exclusions indicated in this Contract and net of any excesses shown below.

**NB: If borne at hospitals or health structures, the medical expenses and assistance charges are understood to be paid directly by ERV where possible and without prejudice to the prior contact of the Insured with the Operational Centre, or reimbursed subsequently where direct payment is not possible or for all the costs borne outside the aforesaid structures.**

∅: service or cover not planned; ✓: service or cover provided for

<u>Hospital and surgical expenses</u>	<b>Class A (Top)</b>	<b>Class B (Standard)</b>	<b>Class C (Base)</b>
<b>Europe</b>	€ 50,000	€ 25,000	€ 5,000
<b>World</b>	€ 100,000	€ 50,000	€ 25,000
<b>USA-Canada</b>	€ 250,000/€ 100,000* (*existing illnesses)	€ 150,000	∅

Liability limit per person and per insurance period. The cover is given up to the time when the Insured is discharged or considered in condition to be repatriated. However, the cover operates for a period of not more than 90 days of stay in hospital. In cases where direct payment cannot be made, the expenses are reimbursed as long as the Insured or the person acting for him/her has contacted the Operational Centre for the opening of the assistance file.

<u>Medical and pharmaceutical expenses</u>	<b>Class A (Top)</b>	<b>Class B (Standard)</b>	<b>Class C (Base)</b>
<b>Europe</b>	€ 1,500	€ 1,000	€ 500
<b>World</b>	€ 3,000	€ 2,000	€ 1,000
<b>USA-Canada</b>	€ 3,000	€ 2,000	∅

Liability limit per person and per insurance period. Reimbursement of the expenses for medical checks, outpatients' care, day hospital, pharmaceutical products with medical prescription and borne while travelling.

<u>Rehabilitation expenses</u>	<b>Class A (Top)</b>	<b>Class B (Standard)</b>	<b>Class C (Base)</b>
<b>Europe</b>	€ 500	€ 300	∅
<b>World</b>	€ 500	€ 300	∅
<b>USA-Canada</b>	€ 500	€ 300	∅

Liability limit per person and per insurance period. Reimbursement of the rehabilitation expenses against a certificate issued by the Accident and Emergency Centre certifying the diagnosis. Costs borne up to 10 days from the return from the trip shall be reimbursed.

<u>Urgent dental expenses</u>	<b>Class A (Top)</b>	<b>Class B (Standard)</b>	<b>Class C (Base)</b>
<b>Europe</b>	€ 400	€ 200	€ 150
<b>World</b>	€ 400	€ 200	€ 150
<b>USA-Canada</b>	€ 400	€ 200	∅

Liability limit per person and per insurance period. Reimbursement of urgent dental expenses occurring during the trip, against a certificate issued by the Accident and Emergency Centre certifying the diagnosis. Costs borne while travelling shall be reimbursed.

<u>Transport, search and rescue expenses</u>	<b>Class A (Top)</b>	<b>Class B (Standard)</b>	<b>Class C (Base)</b>
<b>Europe</b>	€ 1,000	€ 500	€ 250
<b>World</b>	€ 3,000	€ 1,000	€ 500
<b>USA-Canada</b>	€ 3,000	€ 1,000	€ 750

Liability limit per person and per insurance period. Reimbursement of costs of transport from the place of the event to the first aid centre or admission centre; reimbursement of the expenses relating to search, rescue and recovery operations.

### Excess applied

Limited to Classes B and C, an excess of € 50 is applied on the liquidation of the reimbursed expenses.

### Health Care while Travelling

**NB:** Versions A, B and C of the assistance services are correlated to the choices of Classes A, B and C of the Medical Expenses while Travelling.

<u>Telephonic medical consultation</u>	<b>Version A (Top):</b>	<b>Version B (Standard):</b>	<b>Version C (Base):</b>
<b>Europe</b>	✓	✓	✓
<b>World</b>	✓	✓	✓
<b>USA-Canada</b>	✓	✓	∅

Emergency medical telephone service, in accordance with the relevant doctors, to ascertain the state of health of the Insured or assess the most opportune services to provide.

<u>Indication of a specialist doctor</u>	<b>Version A (Top):</b>	<b>Version B (Standard):</b>	<b>Version C (Base):</b>
<b>Europe</b>	✓	✓	✓

<b>World</b>	✓	✓	✓
<b>USA-Canada</b>	✓	✓	∅

Indication of the name of a specialist doctor in the place closest to the Insured if the need arises for the Insured to see a specialist.

You travel. We care.

<u>Patient transfer/return</u>	Version A (Top):	Version B (Standard):	Version C (Base):
Europe	✓	✓	✓
World	✓	✓	✓
USA-Canada	✓	✓	∅

Organisation of the transport or return with the most appropriate means from the first aid centre or place of admission to a more adequate medical centre or the Insured's domicile, subject to consultation with the doctors in charge of the patient.

<u>Return of the convalescent</u>	Version A (Top):	Version B (Standard):	Version C (Base):
Europe	€ 750	€ 500	€ 250
World	€ 1,500	€ 1,000	€ 500
USA-Canada	€ 1,500	€ 1,000	∅

Organisation and acceptance of the expenses for the early return of the Insured with the most suitable means if unable to continue the trip because of convalescence, subject to consultation with the doctors in charge of the patient.

<u>Return of travelling companions</u>	Version A (Top):	Version B (Standard):	Version C (Base):
Europe	€ 250	∅	∅
World	€ 750	∅	∅
USA-Canada	€ 1.200	∅	∅

Liability limit per person and per insurance period, up to a maximum of three travelling companions. Organisation and acceptance of the expenses for the early return of the Insured with the most suitable means because of the Patient Transport/Return or Death of a travelling companion.

<u>Arrival of a family member</u>	Version A (Top):	Version B (Standard):	Version C (Base):
Europe	Cost of trip € 250. Stay up to 5 days for a maximum of € 80/day.	Cost of trip € 150. Stay up to 3 days for a maximum of € 60/day	∅
World	Cost of trip € 500. Stay up to 5 days for a maximum of € 100/day	Cost of trip € 300. Stay up to 5 days for a maximum of € 8€/day	∅
USA-Canada	Cost of trip € 750. Stay up to 5 days for a maximum of € 120/day	Cost of trip € 500. Stay up to 5 days for a maximum of € 100/day	∅

Organisation and acceptance of the expenses for the trip and stay of a single family member in the event of the Insured's death or admission to hospital with a prognosis of more than 5 days (or 48 hours if the Insured is a minor or differently able).

<u>Early return</u>	Version A (Top):	Version B (Standard):	Version C (Base):
Europe	€ 1,000	∅	∅
World	€ 2,000	∅	∅
USA-Canada	€ 2,000	∅	∅

Organisation and acceptance of the expenses for the return of the Insured in the event of the death or admission to hospital of a family member with a prognosis of more than 5 days (or 48 hours if the family member is a minor or differently able).

<u>Extension of stay</u>	Version A (Top):	Version B (Standard):	Version C (Base):
Europe	Up to 3 days, max. € 80/day	Up to 3 days, max. € 80/day	∅
World	Up to 3 days, max. € 120/day	Up to 3 days, max. € 100/day	∅
USA-Canada	Up to 5 days, max. € 120/day	Up to 5 days, max. € 100/day	∅

Liability limit per person and per insurance period. Acceptance of the expenses for the extension of stay (accommodation in a room and breakfast) if the Insured cannot undertake the return journey because of illness or injury (proven by a medical certificate) or because of the loss or theft of the documents necessary for the return (proven by report to the local authorities).

<u>Return of the body</u>	Version A (Top):	Version B (Standard):	Version C (Base):
Europe	✓	✓	✓
World	✓	✓	✓
USA-Canada	✓	✓	∅

Reimbursement of the cost of transport for the return of the body to the place of burial following the Insured's death; funeral expenses excluded.

**Extra Assistance** NB: Optional service for Classes B and C on optional choice of Contracting Party.

**Assistance to relatives at home (while travelling)**

ERV shall provide the following services after the illness or injury of a member of the Insured's family:

- Telephone medical consultation
- Doctor sent to the domicile
- Transport to a suitable specialist centre (with payment of the costs of health transport up to a maximum of € 200).

The service is effective from the day of departure up to the day of return of the Insured and, in any case, not beyond the expiry of the policy.

**Assistance to the usual residence (while travelling)**

ERV shall reimburse the costs borne for the minimum charge and first hour of labour, up to a maximum of € 150, following theft, damage or other unforeseen event of an extraordinary nature occurring at the Insured's home.

The service is effective from the day of departure up to the day of return of the Insured and, in any case, not beyond the expiry of the policy.

**Exclusions (supplementing the General Exclusions)**

ERV shall not accept responsibility for costs relating to:

- operations of an ordinary nature or, however, not with emergency features;
- cost of materials;
- any damaged or stolen items;
- events arising from gross negligence or unlawful and malicious behaviour of the Insured.

**Assistance to the usual residence (while travelling)**

ERV shall reimburse the costs borne for the continuation of the journey, up to a maximum of € 150, following a technical breakdown or accident to the Insured's vehicle during the journey to reach the place of departure or stay.

**Exclusions (supplementing the General Exclusions)**

ERV shall not accept responsibility for costs relating to:

- vehicles registered outside Italy;
- vehicles registered for more than 8 years;
- events arising from gross negligence or unlawful and malicious behaviour of the Insured.

The service is effective from the day before leaving and terminates on reaching the place of departure and, in any case, not beyond the date of departure of the trip.

**Luggage insurance – Purchase of Essential Goods**

**NB: Optional service chosen by the Contracting Party.**

If the Contracting Party/Insured chooses this insurance cover, following the events below occurring to the Insured's luggage,

- a) for the Luggage cover:
- theft, bag-snatch or robbery.
  - fire, loss, damage or destruction.
- b) for the Purchase of Essential Goods cover (only valid for the outward journey):
- theft, bag-snatch or robbery.
  - fire, loss, damage or destruction;
  - delay of more than 8 hours in delivery by the airline.

ERV, shall pay the Insured the reimbursement indicated below in accordance with the Liability Limits and Conditions relating to the cover version chosen by the Contracting Party without prejudice to the Exclusions and Limitations indicated in this Contract and net of any excesses shown below.

<u>Luggage insurance</u>	<u>Version A (Top):</u>	<u>Version B (Standard):</u>	<u>Version C (Base):</u>
<b>Personal luggage</b>	€ 500	Ø	Ø
<b>Purchase of essential goods</b>	€ 200	€ 200	Ø
Reimbursement per person and per insurance period. Maximum limit per item € 100, and per package € 500.			

**Indemnity criteria and sub-limits**

ERV shall indemnify based on the following criteria, up to the amount of the liability limit:

- ERV reserves the right to make a lump-sum payment or refuse to reimburse if there are no receipts or proofs of purchase.
- The current value, as long as documented, for the items destroyed, stolen or lost.
- The lower amount between the cost of repair and current value for damaged things.
- Considering mobile phones, smartphones, and electronic, digital and photo-cine-optical goods as a single item.
- The cost required by the relevant offices for the issue of duplicates up to a maximum amount of € 80 per person for identity documents, visas and vehicle driving licences.
- If there is a delay in the return of luggage of more than 8 hours, up to a maximum of € 200 for purchases of essential items (cover valid only for the outward journey).
- For events caused by third parties with the custody of the luggage (e.g. hoteliers, airlines and tourist structures) supplementing the amount reimbursed by third parties and up to the limit of the sum insured. In any case, up to a maximum of € 100 per item, € 500 per package.

**Exclusions (supplementing the General Exclusions)**

ERV does not pay reimbursements for events:

- Not supported by the special report made to local or airport authorities (PIR form).
- Related to security checks and inspections of the baggage made by the public authority (e.g. the TSA in the United States).
- Facilitated by the wilful misconduct or gross negligence of the Insured (for example, inadequate safe-keeping or carelessness).
- Related to shipping, railway and air accidents or occurring during the stay on a campsite.

Further, the insurance does not include:

- events caused by the wilful misconduct or gross negligence of the Insured;
- confiscated goods;
- cash, cheques, credit and debit cards and money in any form;
- jewellery, pearls or precious stones, gold, platinum or silver items;
- professional instruments of any kind;
- sports equipment if in use at the time the event occurred;
- glasses, contact lenses, hearing aids and prostheses;
- economic losses arising from malicious, unlawful or negligent events of the Insured;
- any event arising from insufficient and/or inadequate packaging, unattended luggage, normal wear and manufacturing defects;
- any breakage or damage to luggage unless the consequence of theft, robbery, bag-snatch or caused by the airline;
- items entrusted to third parties (airlines, hotels, etc.) if there is no Property Irregularity Report (PIR);
- wheels and handles of suitcases, overnight suitcases and pushchairs;
- for 'Purchases of Essential Items' - goods and items that do not fall within the aforesaid definition.

**Third Party Liability**

Following civil liability of the Insured pursuant to the law for:

- death, personal injury and damage to persons,
- damage to third party items and animals arising from facts, events and involuntary actions caused by the Insured.

ERV guarantees the Insured the cover of the costs of compensation to third parties - except for the Exclusions and Limitations indicated in this Contract and net of any excess shown below - in accordance with the liability limits and the conditions relating to the version of the cover chosen by the Contracting Party, indicated below.

<u>Civil Liability</u>	<u>Version A (Top):</u>	<u>Version B (Standard):</u>	<u>Version C (Base):</u>
<b>To third parties, third party items and animals</b>	€ 100,000	€ 50,000	Ø
Reimbursement per person and per insurance period.			

**Excess**

This cover operates with the following excess:

- Damage to third parties: € 300 per claim;



- Damage to third party items and animals: € 500 per claim.

**Exclusions from the range of third parties**

The following are not considered third parties and, therefore, cannot be indemnified:

- family members of any level;
- travelling companions;
- the legal representative or guardian of the Insured;
- the partner or joint owner of the business, the Insured's employees or those with whom s/he has a professional co-operation of any kind;
- family members or kin co-habiting with the Insured's legal representative, partner or joint owner of the business and professional co-workers;
- those belonging to the same tourist group, association or club of any kind.

**Management of Disputes – Costs of Opposition**

- If there is a specific interest, ERV shall, in the name of the Insured, assume the management in- and out-of-court of disputes in civil, criminal and administrative cases with the right to designate its lawyers or technicians and make use of all the rights and remedies due to the Insured.
- The Insured is required to co-operate and allow the most effective management of the aforesaid disputes, appearing personally where required. For this, the Insured undertakes to indicate to ERV whether there were witnesses or not to the facts at the time of the report of the incident or subsequently when there is notification of any writ.
- ERV has the right to obtain the damage arising to it from the Insured caused by the failure to comply with such obligations.
- ERV shall accept all the expenses borne for opposing the action moved against the Insured up to one-quarter of the total liability limit insured per incident. If the sum due to the claimant exceeds the liability limit of the policy, the costs shall be shared between ERV and the Insured in proportion to the respective interest.
- ERV shall not reimburse the costs borne by the Insured for lawyers and technicians not designated by it.

**Exclusions (supplementing the General Exclusions)**

ERV shall not pay for damage relating to or arising from:

- voluntary acts committed by the Insured;
- professional activity;
- winter sports (e.g.: skiing, snowboarding, cross-country skiing, etc.);
- normal circulation on public land of vehicles with and without an engine;
- driving motor vessels and vessels without an engine longer than 6.5 m or aircraft;
- land and buildings owned by or attributable to the Insured.

Similarly, the following are excluded:

- events not supported by specific report to the relevant authorities;
- fines attributable to the event reported;
- legal costs not authorised by ERV borne by the Insured for his/her defence;
- third party items, assets and objects held in custody or deposited by the Insured;
- damage caused to persons not third parties.

**How to Report Incidents and Request Reimbursements**

The Insured, or the person acting on his/her behalf, must contact the ERV Ufficio Sinistri (Claims Office) at +39 02 00620261 (option 2) for all requests for reimbursement. This office will indicate the documentation to send to **ERV, (Claims Office), Via G. Washington 70, 20146 Milan** by registered letter with advice or receipt within 20 days of the occurrence of the event or 7 days of return to Italy. Please read the section 'Information on the Contract' in the paragraph 'Reporting Incidents – Request for Assistance and Obligations of the Insured'.

**Activation of the Operational Centre**

**What to do in an emergency**

The Insured, or the person acting for him/her, undertakes to **contact the ERV Operational Centre as soon as possible and preferably before taking any personal initiative**, to activate the necessary acceptance procedures and advise the type of assistance requested.

**Operational Centre**  
 24/24, 365 days a year, in Italian  
 Inter Partner Assistance S.A. General Agent for Italy (on behalf of ERV)  
**+39 02 30300005** (option 1)

**Authorisation for Health Status Notification**

**The Insured's authorisation to complete and consign to the hospital in the event of medical assistance abroad**

I, the undersigned ....., born in ..... and residing in.....with identity document no.....hereby declare that I have been fully informed of my rights on the basis of notification under the terms of article 13 of legislative decree 196 of 30<sup>th</sup> June 2003, concerning the reserved nature of personal details, and by signing this document I give my consent (under the terms of article 23 of the law in question) to the processing of my personal details, including those regarding my state of health, for the purposes and contents of this booklet and for the exclusive purpose of making use of the technical and medical assistance services, and I therefore authorise the doctors, hospital structures and care organisations treating me during the illness/accident I have suffered to collect, transmit and issue notification of all personal and sensitive information, assessments, clinical records and comments on the event or the development of the situation to the personnel, representatives and agents of Inter Partner Assistance, on behalf of Europäische Reiseversicherung AG, for the sole purpose of providing the insurance service and/or supplying the services included in the insurance product and any connected or supplementary services and products that I might require during and following the incidents which I have suffered. I also declare that I have been fully informed of my rights in this sense.

Signature of insured ..... Date .....

**NOTE TO ATTENDING DOCTOR**

**In the event of admission to A&E, in-patient treatment or serious medical condition of the Insured, the Operational Centre (+39 02 30300005) must be advised immediately giving full medical details. Omission may compromise approval of the payment by ERV.**

