

## **CONDIZIONI DI POLIZZA IN VERSIONE INGLESE SOLO A TITOLO INFORMATIVO**

### **POLICY WORDING VSE08A UNDERWRITTEN BY EUROPÄISCHE**

**SINGLE TRIP/ANNUAL MULTITRIP, STUDENT AND CANCELLATION INSURANCE**

**This policy is valid if issued between 01.03.2008 and 31.03.2009 for departures up to 30.03.2010.**

**THE CONTRACTING PARTY'S ATTENTION IS BROUGHT TO THE NEED TO CAREFULLY READ THE CONTRACT BEFORE SIGNING IT.**

#### **NOTICE FOR PROPONENT / INSURED PARTY**

Advice compiled pursuant to art. 123 of law decree no. 175 dated 17 March 1995 and in compliance with the provisions of ISVAP (Private Insurance Superintending Institute) circular no. 303 dated 2 June 1997.

#### **INFORMATION RELATING TO THE COMPANY**

The contract is made with Europäische Reiseversicherung AG (hereinafter called Europäische), with a secondary office in Italy in Corso Venezia 48, 20121 Milan, registered in the Milan Business Registry, enrolment number, fiscal code and tax registration number 05856020960, art. 23 of law decree 07/09/2005 n. 209 and enrolled in the Insurance and Reassurance Business Registry of ISVAP n. 1.00071. Prior having paid the correct premium, the insurer will protect the insured in the event of loss and damage arisen from the risk and responsibility insured, at the same terms, conditions and limitations covered by the present contract.

#### **INFORMATION RELATING TO CONTRACT - APPLICABLE LAW**

Pursuant to art. 122 of law decree no. 175/95, the parties shall be entitled to agree to submit the contract to a legislation different to that of Italy, without prejudice to the rights deriving from the enforcement of mandatory national regulations and to the prevailing of the specific provisions relating to obligatory insurances provided by Italian law. Europäische suggests submitting the contract to Italian law.

#### **COMPLAINTS RELATING TO CONTRACT**

In the event of the parties having decided to submit the contract to Italian law, any complaints in relation to the contract shall be made to ISVAP - DIVISIONE R.C.A., Reclami e Tutela del Consumatore - Via del Quirinale, 21 00187 Roma. In the event of the legislation chosen by the parties being different to Italian legislation, any complaints in relation to the contract shall be made to the superintending authorities of the country whose legislation has been chosen. In this case, the ISVAP will facilitate communications between the competent authority and the contracting party.

#### **TERM OF PRESCRIPTION OF THE RIGHTS DERIVING FROM THE CONTRACT**

In the event of Italian law being enforced, the rights deriving from the insurance contract shall be prescribed within one year from the day when the fact on which the right is founded occurred, pursuant to article 2952 of the Italian Civil Code.

In the case of legal liability insurance, the one year term shall start on the day when the third party lodged the claim against the Insured party or started proceedings against the latter.

The Newmed S.p.A. operating unit has been appointed by Europäische to manage the **Emergency Assistance Service**.

#### **INFORMATION PURSUANT TO ARTICLE 10 OF LAW 675/96**

Pursuant to art. 10 of law no. 675 dated 3 December 1996 (hereinafter called "The Law") and in relation to personal data concerning you and intended for processing, we hereby inform you that:

##### **1. PURPOSE OF DATA PROCESSING**

Processing

- a) is aimed at the insurer of Europäische Reiseversicherung AG (hereinafter called Europäische) fulfilling the purpose of entering into, managing and executing contracts and management and payment of claims relating to insurance and reinsurance activities only, which Europäische is authorised to perform pursuant to applicable legal provisions;
- b) can also be aimed at Europäische fulfilling the purpose of providing information and promoting the sale of Europäische insurance products.

##### **2. DATA PROCESSING PROCEDURES**

- a) performed by means of the operations or series of operations indicated at art. 1 sub-sect. 2 lett. b of the Law: collection, recording and organisation; processing, including amendments, comparison/interconnection; use, comprising consultation, communication; storage; cancellation/destruction; safety/protection, comprising accessibility/confidentiality, integrity, protection;
- b) also performed with the aid of electronic or automated media;
- c) performed directly by the holder's organisation.

##### **3. PROVIDING DATA**

Without prejudice to the personal independence of the party involved, the providing of personal data can be:

- a) mandatory in accordance with community laws and regulations (for example, for anti-money laundering, accident records office, traffic control authority);
- b) strictly necessary for entering into new relations or managing and executing existing legal relations or managing and paying claims;
- c) optional for the purpose of providing the insured party with information and sales promotion relating to insurance products.

##### **4. REFUSAL TO PROVIDE DATA**

Any refusal on the part of the party involved to provide personal data:

- a) in the cases indicated in item n. 3 - letters a) and b), shall result in the impossibility of entering into or executing the relevant insurance contracts or managing and paying claims;
- b) in the case indicated in item n. 3 lett. c), shall have no effect on the existing legal relationship or on that being established, but shall preclude any possibility of providing the insured party with information and sales promotion relating to insurance products.

##### **5. DATA COMMUNICATION**

- a) Personal data can be communicated - for the purposes indicated in item n. 1, lett. a) and for submission to processing having the same purpose or which is legally mandatory - to other parties in the insurance sector such as insurers, co-insurers and reinsurers; agents, subagents, agency promoters, insurance brokers and other channels for the acquisition of insurance contracts (for example, banks and SIM), lawyers, surveyors and car workshops; service companies entrusted with the management, settlement and payment of claims, as well as computer or filing companies; associative organisations (ANIA) and consortiums in the insurance sector; ISVAP, Ministry of Industry, Trade and Crafts, CONSAP (Concessionaire for public insurance services), UCI, pension fund superintending Commission, Ministry of Work and Social Security and other databanks with respect to which data communication is mandatory (e.g., Italian Exchange Office, accident records office, traffic control and licensed transport authority);
- b) Furthermore, personal data can be communicated for the purposes indicated at para. 1 lett. b) to group companies (holding, controlled and associated companies, including indirectly, pursuant to the applicable provisions of law).

##### **6. DIVULGING OF DATA**

Personal data are not divulged

##### **7. TRANSFER OF DATA ABROAD**

Personal data can be transferred towards countries of the European Union and towards Third countries with respect to the European Union.

##### **8. RIGHTS OF THE PARTY INVOLVED**

Art. 13 of the Law entitles the party involved to exercise specific rights, including that of obtaining from the holder the confirmation of the existence or non-existence of its personal data and their placing at disposal in an intelligible form; of being informed where the data originated and with respect to the logic and purposes on which processing is based; of obtaining cancellation, transformation into anonymous form or the stoppage of data processed in a legally unauthorised manner, as well as the updating, amendment or, if so required, the integration of the data; of opposing data processing on legitimate grounds.

## 9. HOLDER AND RESPONSIBLE OF THE TREATMENT OF PERSONAL DATA

Holder of the treatment is Europäische Reiseversicherung AG Vogelweidestraße 5, 81677 München, Germany.

10. As per art. 13 of the law 675/1996 you have the right to know at any time the data and how it is used. You also have the right to update, change or delete the data and or to ask that it will not be used

## COOLING OFF PERIOD – 14 DAYS

We would advise you to verify that this Insurance provides the cover that you need. If this is not the case we would ask you send it back within 14 days of the issue date (or before your departure date if this happens first), the premiums will be completely refunded to you on the condition that no claim has been made.

## TERMS AND CONDITIONS

The insurance cover provided by this policy has been underwritten by Europäische Reiseversicherung AG (hereinafter called Europäische). This document constitutes the Terms and Conditions of the policy underwritten by Europäische and the insured and contains the terms and limits of cover.

## POLICY DEFINITIONS

The following words or expressions carry the meaning shown below whenever they appear in bold print within the wording of the Certificate.

**GEOGRAPHICAL AREA** The area or country to which You are booked to travel and for which the appropriate premium has been paid, and will involve Your return to ITALY within the booked holiday period.

**INSURANCE** The contract which outlines the relationship between Europäische and the Insured.

**HAZARDOUS WORK PRACTICES** Any manual work or physical work which is carried out using machinery or tools, involves lifting heavy weights or work carried out at a height over 3.50 metres.

**HAZARDOUS PURSUIT** Any pursuit or activity where it is recognised there is an increased risk of serious injury or can be reasonably expected to aggravate any existing infirmity (please contact Us if You are in any doubt with full details of the activity for Our consideration).

**SPORTS EQUIPMENT** Articles which are usually worn, carried or held in the course of participating in a recognised sport.

**NECESSARY REPLACEMENT PURCHASES** these are purchases which are absolutely vital, items that do not fit this description will not be covered.

**24 HOURS EMERGENCY SERVICE** Is NEWMED S.p.A., Corso Indipendenza 6, 20129 Milan, made up of doctors, technicians, operators working 24 hours a day year round, which, following a specific agreement undertaken with Europäische, is responsible for telephone contact with the Insured and will organize and supply, costs incurred for this service will be paid by Europäische, all the assistance as stated in the Policy Wording.

**BUSINESS ASSOCIATE** Your associate in the same employment as You who is a suitable replacement for You in the event You are unable to commence a trip or have to curtail it.

**TRAVELLING COMPANION** Just one person insured and named on your Certificate.

**HIJACK** The unlawful seizure or wrongful exercise of control of the aircraft or ship (or the crew thereof) in which You are travelling as a fare paying passenger.

**TRAVEL DOCUMENTS** Travel tickets, hotel or other redeemable holiday vouchers, passports, green card, petrol coupons, driving licences.

**EVENT** By event we mean the moment when the cause that determines the claim appears.

**FAMILY** Insured and the persons who live together with him/her as shown on the "Family Certificate" issued by the authorised office. (art. 4 and 5 of the D.P.R. 30/05/1989 n. 223).

**EXCESS** The amount of money shown in the Schedule of Cover that will be deducted from the amount to be paid in the event of a claim and that is always charged to the **Insured**.

**CURTAILMENT** Abandonment of the planned holiday by returning to your residence after commencement of the Outward Journey. The amount payable will be the unused proportion of Your irrecoverable pre-paid charges calculated from the date of Your return to ITALY. All Curtailment claims will require authorisation from Us or the 24 hour Medical Emergency Service NEWMED S.p.A. in advance.

**ITALY** Republic of Italy and its islands, Republic of San Marino, and Vatican City.

**EUROPÄISCHE / WE/OUR/US** Europäische Reiseversicherung AG .

**PRE-EXISTING ILLNESS** an illness which is a consequence or direct result of a chronic or pre-existing medical condition.

**VALUABLES** Jewellery, watches, gold or silver articles, binoculars, portable televisions, radios, cassettes, tapes, cassette recorders, compact disc players, compact discs, photographic equipment, video recorders, camcorders, musical instruments, furs, leather clothing and sport equipment.

**CLOSE RELATIVE** Spouse, parents, parent-in-law, grandparents, child, grandchild, brother, sister, brother/sister-in-law, son, daughter, son/daughter-in-law.

**PERIOD OF INSURANCE** By period of insurance we mean the date of commencement of the policy and the period of validity from that same date as stated on the insurance certificate.

**ADVANCED BOOKING** Any booking made at least 24 hours prior to the scheduled departure time shown on Your ticket.

**RESIDENCE** The place where the Insured usually lives as confirmed by the "Family Certificate" issued by the authorised office.

**STRIKE OR INDUSTRIAL ACTION** Any form of Industrial Action taken by workers which is carried on with the intention of preventing, restricting, or otherwise interfering with the production of goods or the provision of services.

**BAG SNATCHING (MUGGING)** The offence as per art. 624 e 625 n. 4 of the Penal Code: a person who snatches goods out of somebody's hands or from their body with the purpose of stealing their possessions.

**OUTWARD JOURNEY** The initial and/or first international journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the holiday in respect of the Outward Journey from Your home address in ITALY.

**RETURN JOURNEY** The initial and/or first international journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the holiday in respect of the Return Journey to Your home address in ITALY.

**YOU/YOUR/THE INSURED** Any Italian resident named on the validation Certificate who is eligible to be Insured and for whom premium has been paid.

## Schedule of Cover

All cover limits are per person Insured. Insurance cover for the Annual Multi-trip policies can be requested more than once during the duration of cover, albeit the global amount of the claims paid cannot exceed the limit of cover scheduled.

### Leisure & Business Cover - Viaggi Sicuri

Summary of Cover:	Individual			Annual Multi-trip		Excess
	Basic	Silver	Gold	Silver	Gold	
Number of trips allowed:	1	1	1	Unlimited	Unlimited	
Duration of trip, up to:	365 days	365 days	365 days	30 days	30 days/45 days with Business Extension	
Medical Expenses & Repatriation abroad	€ 1 million	€ 5 million	€ 8 million	€ 5 million	€ 8 million	€ 80
Medical Expenses in Italy	€ 1.000	€ 3.000	€ 5.000	✘	✘	€ 80
Curtailement	✘	€ 1.000	€ 4.500	€ 2.000	€ 4.500	€ 80
Personal Possessions	✘	€ 1.000	€ 2.000	€ 1.000	€ 2.000	
a) Per item / Valuables in total	✘	€ 200/€ 300	€ 300/€ 400	€ 200/€ 300	€ 300/€ 400	€80/€80
b) Luggage Delay	✘	€ 100	€ 200	✘	€ 200	Nessuna
c) Golf equipment	✘	✘	€ 1.000	✘	€ 1.000	€ 100
Travel documents/Passport	✘	✘	€ 500	✘	€ 500	€ 80
Personal Accident	✘	€ 10.000	€ 40.000	€ 10.000	€ 40.000	N/A
Death	✘	€ 5.000	€ 10.000	€ 5.000	€ 10.000	N/A
Personal Liability	€ 250.000	€ 250.000	€ 250.000	€ 250.000	€ 250.000	€ 500
Travel Delay (Up to)	✘	✘	€ 100	✘	€ 100	N/A
1st complete 8 hrs	✘	✘	€ 30	✘	€ 30	
Additional 12 hour periods	✘	✘	€ 20	✘	€ 20	
Possibility to Cancel for delay exceeding 24 hours	✘	✘	€ 4.500	✘	€ 4.500	15%
Missed Departure						
a) Italy & Europe	✘	€ 500	€ 1.000	✘	€ 1.000	€ 80
b) World	✘	€ 1.000	€ 2.000	✘	€ 2.000	€ 80
Mugging Benefit	✘	✘	€ 500	✘	€ 500	N/A
Hijack	✘	✘	€ 500	✘	€ 500	N/A
<b>Optional Integration</b>						
Business Extension						
a) Business Associate Replacement	✘	✘	€ 3.000	✘	€ 3.000	€ 80
b) Professional Documents	✘	✘	€ 500	✘	€ 500	€ 80
Excess Waiver € 9,00	AVAILABLE	AVAILABLE	AVAILABLE	AVAILABLE	AVAILABLE	

### Cancellation Cover – Viaggi Sicuri

Cancellation (up to)	€ 5.000	10% min. € 80
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## Student Cover - Viaggi Sicuri

Tipo di Copertura:	Student		Excess
	Economy	Deluxe	
	365 days	365 days	
Medical Expenses & Repatriation abroad	€ 1 million	€ 8 million	€ 80
Medical Expenses in Italy	✘	✘	
Curtailement	✘	€ 4.500	€ 80
Personal Possessions	✘	€ 2.000	
Per item / Valuables in total	✘	€ 300/€ 400	€80/€80
Luggage Delay	✘	€ 200	Nessuna
Travel Documents	✘	€ 1.000	€ 80
Personal Accident	✘	€ 500	N/A
Death	✘	€ 40.000	N/A
Personal Liability	€ 250.000	€ 10.000	€ 500
Travel Delay (Up to)	✘	€ 250.000	N/A
1st complete 8 hrs	✘	€ 100	
Additional 12 hour periods	✘	€ 30	
Possibility to Cancel for delay exceeding 24 hours	✘	€ 20	15%
Missed Departure:		€ 4.500	
a) Italy & Europe	✘		€ 80
b) World	✘	€ 1.000	€ 80
Mugging Benefit	✘	€ 2.000	Nessuna
Hijack	✘	€ 500	Nessuna
<b>Optional Integration</b>			
Excess Waiver € 9,00	AVAILABLE	AVAILABLE	

### SPORT ACTIVITIES

The insurance automatically covers the following activities at no additional premium: Tennis, Swimming, Beach Games, Wind Surfing\*, Cycling, Golf, Para Gliding (over water), Trekking, Water Skiing, Jet Skiing\*, Sail Boarding\*, Horse Riding\*, Snorkelling, Fishing, Scuba Diving (with a qualified instructor up to 9 metres).

\* Excluding Personal Liability

**THERE IS NO COVER FOR WINTER SPORTS (Ski, etc.)**

**Please note: cover is included for sports in the above list as long as the insured has taken all possible precautions and has made use of relevant safety equipment (i.e. the wearing of a hard hat when horseriding).**

### GENERAL CONDITIONS APPLYING TO THE INSURANCE CERTIFICATE

#### 1. Validity, duration and extension of the policy.

- The duration of the policy is that which has been chosen by the **Insured** and is stated on the insurance certificate.
- The Silver and Gold Annual Multitrip insurance allows the **Insured** to take unlimited trips during the year, each trip can have a maximum duration of 30 consecutive days. The Business Extension, which is available as optional cover to the consumer who purchases the Gold Annual Multitrip policy, will benefit from the possibility of travelling up to 45 consecutive days.
- If the **Insured** has purchased an Annual Multitrip policy each party agrees, that unless the **Insured** cancels the renewal (by registered letter) of his policy at least 30 days prior to the expiration date, the policy will be automatically renewed for 1 year and this renewal will have effect each year thereafter.
- Cancellation Cover begins from the moment in which the correct premium has been paid and the insurance certificate has been issued within 48 hours of making the trip reservation or at the time of booking if travel is to be undertaken within 14 days of booking; cover ceases at the beginning of the **Outward Journey**.

#### 2. YOUR DUTY

- a) **You** are not aware of any circumstances known at the time **You** purchased this Certificate which are likely to cause Cancellation or **Curtailement** of **Your** holiday.
- b) **You** must tell **Europäische** all facts which are likely to influence **Us** in the assessment or acceptance of **Your** insurance. If **You** have any doubt about what **You** need to tell **Europäische** please contact the intermediary who arranged this insurance for **You** or **Us**.
- c) **You** must at all times act in a reasonable manner to prevent or minimise a claim.
- d) In case of cancellation the **Insured**, or other person for him must always advise the Travel Agency/Tour Operator and NEWMED S.p.A. (see DUTY OF THE INSURED in Section I of this Policy Wording).

#### 3. CHANGE IN RISK

As per art. 1898 of the Civil Code **You** will immediately advise **Us** of any changed circumstances which become apparent after the Date of Issue of this Certificate and before the commencement of the holiday which **You** could reasonably foresee as likely to give rise to a claim under the Certificate. Any Change in Risk not known and not accepted by **Europäische** may compromise or invalidate the **Insureds'** right to pursue a claim and all Cover included in the policy will cease.

#### 4. CLAIMS - YOUR DUTIES

1. As per art. 1910 of the Civil Code the **Insured** must inform both NEWMED S.p.A. and any other insurance companies involved in writing of any **event** that could give rise to a claim as soon as possible after the **event** occurred. The **Insured** will be responsible for informing any other insurers involved of the **event** within the timeframes set out in their terms and conditions. The **Insured** will provide **Us** with all the documentation needed as requested by **Us**.
2. For cancellation claims **You** or someone for **You** must inform **Your** Travel Agent/Tour Operator and NEWMED S.p.A..
3. **You** will give **Us** notice in writing immediately **You** or **Your** legal representatives have knowledge of any impending prosecution, inquest or fatal inquiry in connection with any occurrence for which there may be liability under Section E of this Policy.
4. **You** must inform the Police of all loss or theft of property within 24 hours of discovery and obtain a copy of the Police report in support of any claim under Section F of this Certificate
5. If personal luggage is lost or damaged whilst in the care of a carrier (i.e. Airline, Railway, Shipping Company, Bus Company, etc), **You** must notify such carrier immediately and obtain a copy of their P.I.R. (Property Irregularity Report).

#### 5. CLAIMS - OUR RIGHTS

- a) No admission, offer, promise, payment, indemnity or other benefit, given by **You** or **Your** behalf without **Europäische** written consent.
- b) **Europäische** will be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name to Their own benefit in respect of any claim for indemnity or damages or otherwise, and will have full discretion in the conduct of any proceedings or in the settlement of any claim, and **You** will give all such information and assistance as They may require.
- c) In case of illness or injury **We** may approach any doctor who may have treated **You** during the period of three years prior to the claim, and **We** may at Our own expense and upon reasonable notice to **You** or **Your** legal personal representative, arrange for **You** to be medically examined as often as required, or in the event of death have a post mortem examination of **Your** body.
- d) You will supply at **Your** own expense a Doctor's Certificate in the form required by **Europäische** in support of any claim under Sections A, B, or C of this Certificate.
- e) Any value of unused travel tickets or vouchers shall become the property of the Insurers in the event of a valid claim being made.

6. FRAUD If any person makes any misrepresentation or concealment in obtaining this Certificate or in support of any claim this Certificate will be void.

#### 7. OTHER INSURANCES

As specified by the Civil Code article 1910 and 1913, if the **Insured** has similar insurance cover provided by other insurers he must declare these within the terms fixed by each insurance company, giving to each one the name of the others. Failure to do this will invalidate the Policy.

#### 8. LIMITS FOR CONSECUTIVE TRAVEL ABROAD (Annual Multitrip Policy)

If during the validity of an Annual Multitrip Policy, the **Insured** spends longer than 30 consecutive days (45 consecutive days if the optional Business Cover has been purchased) all cover will cease after 30/45 days. No assistance or cover will be supplied after the relevant period has expired.

#### 9. STATUTE OF LIMITATIONS

All rights of the **Insured** in connection with **Europäische** will cease one year after the **Event** which gave rise to the cover as stated in Art. 2952 of the Civil Code.

#### 10. ARBITRATION

If any difference shall arise as to the amount to be paid under Sections A, B, D, F, I of this Certificate (liability otherwise being admitted), such difference shall be referred to arbitration under the Arbitration Acts for the time being in force. The making of an Award in such a case shall be a condition precedent to any right of action against **Europäische**.

#### 11. PRECEDENTS OF LIABILITY

The due observance and fulfilment of the terms, provisions, conditions and endorsements of this Certificate in so far as they relate to anything to be done or complied with by **You** will be a condition precedent to the liability of **Europäische** to make any payment.

#### 12. RIGHT OF "SUB-ENTRY"

- a) For cancellation claims the **Insured** expressly recognizes that the ownership and any rights thereof will be transferred to **Europäische** who will be able to freely "dispose" of the holiday without having to share any compensation with the **Insured**.
- b) For all claims under Section F, the **Insured** must keep in their possession damaged articles for which they are claiming in order to allow an inspection by the insurer. If the claim is paid in respect of the above, NEWMED S.p.A. will become the owner of the articles and the **Insured** must deliver them to NEWMED S.p.A. at his own expense.

#### ELECTRONIC DATE RECOGNITION CLAUSE, EDRC (A)

**We** would like to draw **Your** attention to the following exclusion clause which will apply to your insurance. Applicable under all Sections other than Section A Medical Expenses and Section E Personal Accident. **We** shall not be liable under this insurance for any claims in any way caused or contributed to by the failure of, or the fear of failure, or the inability of any equipment or any computer programme to recognise, interpret correctly or process any date as its true calendar date or to continue to function correctly beyond that date.

#### CLAIMS PROCEDURE

All claims will be managed on behalf of NEWMED S.p.A. therefore correspondence should be addressed to:

NEWMED S.p.A. – Corso Indipendenza 6 – 20129 Milan – ITALIA

24 hour line: Tel.:+39 02 74204285 or +39 02 75261534, Fax:+39 02 29412440

#### CUSTOMER ASSISTANCE PROCEDURE

Any enquiry or complaint you may have regarding your Policy may be addressed to:

Europäische Customer Relations

Viaggi Sicuri snc di Berridge Elisabeth Catherine e C. - Vicolo Valloni 5 – 47900 Rimini – ITALIA

Please quote details of your Certificate number to help your enquiry to be dealt with speedily.

#### IMPORTANT – HEALTH CONDITIONS - IMPORTANT

Claims will be invalidated where at the time of taking out this insurance the **Insured**, any person travelling with the **Insured** or a Close Relative has one of the following conditions which could give rise to a claim:

- a) Any person who suffers from an illness which is a consequence or direct result of a chronic or pre-existing medical condition.
- b) Any person who has had inpatient treatment in the last 12 months.
- c) Is receiving or on a waiting list for in-patient treatment in a hospital or nursing home.
- d) Expected to give birth before, or within 10 weeks of the date of arrival home.
- e) Is travelling against the advice of a Medical Practitioner or for the purpose of obtaining medical treatment abroad.
- f) Has a terminal prognosis.

#### COVER AND PREMIUM CHOICES

**Premiums for Single Trip** Valid if issued between 1 March 2008 to 31 March 2009 for departures up to 30 March 2010.

**Premiums for Annual Multi-Trip** Valid if issued between 1 March 2008 to 31 March 2009 for travel completed within 12 months of the commencement date of the Policy.

**Annual Multi-Trip Cover** Unlimited number of trips during the 12 months of cover. The maximum duration of any individual trip is 30 consecutive days or 45 consecutive days for leisure (holiday) if the Business Extension has been purchased.

**Student** Valid if issued between 1 March 2008 to 31 March 2009 for departures up to 30 March 2010. The Student Policy can be issued to students who are enrolled in full time education.

**Age limits** Viaggi Sicuri Single Trip and Annual Multitrip Policies can be issued to people who are under 66 years of age. Student Policies can be issued to people in full time education who are under 35 years of age.

**Family Cover** Constitutes one or both parents (under 60 years) who are travelling with an unlimited number of dependent children under 16 years of age at departure.

**Children Cover** If minors travel alone or are accompanied by an adult who is not their parent the following premiums will apply: under 3 years at time of departure the premium is free; from 3 years to 16 years the premium is discounted by 50%. Please note: minors under 12 years of age must be accompanied by an adult who is **Insured** on the same Insurance Certificate.

**Business Extension** For Personnel Replacement and loss of Business Documents or Records.

**Viaggi Sicuri Cancellation Cover** Valid if issued within 48 hours of making the trip reservation or at the time of booking if travel is to be undertaken within 14 days of booking; cover ceases at the beginning of the **Outward Journey**. Valid if issued between 1 March 2008 to 31 March 2009 for departures up to 30 March 2010.

**Excess Waiver** **You** can choose to pay an additional premium which deletes all excesses as stated in the **Schedule of Cover**, where applicable, Excess Waiver is not available on Cancellation Cover.

#### DUTY OF THE INSURED IN THE EVENT OF A MEDICAL EMERGENCY

EUROPÄISCHE PUTS AT THE DISPOSAL OF THE INSURED A 24 HOUR MEDICAL EMERGENCY SERVICE WHICH CAN ASSIST YOU IN THE EVENT OF AN EMERGENCY DURING YOUR TRIP. 24 HOUR MEDICAL EMERGENCY SERVICE NEWMED S.p.A. provides a multilingual emergency service 24 hours a day, 365 days a year, immediate assistance will be given in the event of illness or accident. TO CONTACT NEWMED S.p.A.: Emergency telephone number: Tel. +39 02 74204285 or +39 02 75261534 Fax: +39.02.29412440.

#### 1) For trips to USA/CANADA/CARIBBEAN

YOU MUST CONTACT NEWMED S.p.A.:

Immediately before hospitalisation, admittance to ER/Casualty or for outpatient treatment in order to enable the emergency service to take charge of, or guarantee payment to the hospital abroad.

- In case of medical repatriation.
- In case of **Curtailment**.

## 2) For all other destinations (Worldwide excluding USA/CANADA/CARIBBEAN)

YOU MUST CONTACT NEWMED S.p.A.:

- Immediately before hospitalisation, admittance to ER/Casualty or for outpatient treatment should the estimated cost exceed € 300,00 in order to enable the emergency service to take charge of, or guarantee payment to the hospital abroad.
- You need not contact Newmed S.p.A. for an illness that is not of a serious nature, which necessitates a visit to a doctor and prescription medicines. Authorisation from the Emergency Service is not required where cost of treatment is under €300. Please keep all receipts for treatment and purchase of medicines.

## 3) Before undertaking any form of personal initiative, the insured must contact the Emergency Service of the Company requesting the type of assistance needed and providing personal identifying details.

### Be prepared to give the following information:

1. Insurance Certificate number
2. Name and address of issuing agent from whom insurance was purchased
3. Dates of outbound and return travel
4. Details of medical problem including name and address of patient and nature of illness or accident
5. Names and telephone numbers of hospital, attending doctor and usual GP.

When you call upon the services of NEWMED S.p.A. it is a condition of the service that they shall solely be responsible for all decisions on the most suitable and reasonable solutions to any medical problem. The service includes, where necessary:

1. Assistance with the hospitals and doctors.
2. Repatriation arrangements and necessary escorts by a medical attendant.
3. Travel arrangements for other members of your party or next-of-kin.
4. On arrival in **Italy**, an ambulance service to hospital or home.
5. **The non-fulfilment of even one of the above obligations could entail total or partial loss of your right to compensation, under law n. 1915 of the Italian Civil Code.**

## RECIPROCAL HEALTH AGREEMENT

Medical Claims will not be subject to an excess provided that the Tessera Europea di Assicurazione Malattia – TEAM is used for cases which involve hospitalisation.

## AVVERTENZA PER IL MEDICO CURANTE

In caso di ricovero ospedaliero o condizioni mediche gravi, è necessario avvertire immediatamente NEWMED S.p.A., Tel.: +39 02 74204285 or +39 02 75261534 riportando tutte le informazioni mediche del caso. L'inosservanza di questa regola comprometterà la copertura delle Spese Mediche incorse.

## NOTE TO TREATING DOCTOR

In the **event** of any inpatient hospitalisation or serious medical condition NEWMED S.p.A. must be advised immediately with full medical details at Tel. +39 02 74204285 or +39 02 75261534. Failure to do this will mean Medical Expenses incurred cannot be guaranteed.

### **USEFUL ADVICE TO SAFEGUARD YOUR INSURANCE:**

- Ø Report loss of personal possessions to the local police within 24 hours and ask them for a report in writing within 3 days of the **event**.
- Ø Report directly to the carrier (airline, rail company, etc.) any loss or damage to your luggage or personal possession while in their charge. Ask them to confirm your report in writing.
- Ø Remember NEVER to leave your luggage or possessions unattended.
- Ø ALWAYS get receipts for bills associated with any claim.
- Ø ALWAYS get a Medical Certificate for any visit that can give reason to a claim.
- Ø ALWAYS use safety deposit box in hotel, etc.
- Ø Contact ALWAYS the 24 hour **Emergency Service** in case of Hospitalisation or **Curtailment**.
- Ø If you hire motor vehicle please check that the vehicle has a valid Third Party Liability Insurance as the Policy does not cover Third Party Liability arising from ownership, possession or use of a motor vehicle.

## IMPORTANT NOTE

**Your** travel Underwriters have to bring to **Your** attention some of the important features of your travel insurance certificate: **Insurance Certificate:** contain full details of the cover provided plus the conditions and exclusions which apply to it. You must read carefully the Terms & Conditions. These should always be accompanied by a valid Insurance Certificate.

**Conditions and Exclusions:** There are conditions and exclusions which apply to individual sections and general conditions, exclusions and warranties which apply to the whole insurance certificate.

Change of Risk statements: **Any inexact statement or any information that is withheld from the Insured relating to circumstances which could affect the Change of Risk, may compromise or invalidate the Insureds' right to pursue a claim and all Cover included in the policy will cease as per art. 1982, 1893 and 1894 of the Civil Code.**

**Health:** The insurance certificate contains conditions relating to the health of the people travelling and/or other people upon whose well being the trip may depend.

**Pregnancy:** Insurance does not provide cover for claims arising from pregnancy or from related pathologies, if expected to give birth before, or within 10 weeks of the date of arrival home.

**Property claim:** These are settled on an indemnity basis – not on a “new for old” replacement cost basis, unless otherwise stated in the policy.

**Insurance certificate limits:** Most sections of the insurance certificate have limits on the amount the insurer will pay under that section. Some sections also include inner limits eg: for any one item, or for **Valuables** in total.

**Certificate Excesses:** Claims under most sections of the insurance will be subject to an **excess**. Where there is an **excess**, **you** will be responsible for paying the first part of a claim.

**Reasonable Care:** **You** are required to take reasonable care to protect yourself and **your** property and to act as though you were not insured.

**Complaints:** The insurance certificate outlines a Complaints Procedure which advises **you** what step you can take if you wish to make a complaint if **you** are dissatisfied.

**“Cooling off” Period:** The insurance certificate contains a “cooling off” period which allows **you** to return the insurance certificate within 14 days and obtain a full refund if **you** have a justifiable reason to be dissatisfied with the cover provided.

**Hazardous Activities:** The insurance certificate may not cover **you** when **you** take part in certain **hazardous activities** eg: hanggliding.

**EU law allows the parties to choose which law will be applicable to the contract. The contract is governed by Italian law unless otherwise agreed.**

## GENERAL EXCEPTIONS REGARDING ALL SECTIONS OF THE CERTIFICATE

We shall not be liable for:

1. Any claim which arises from chronic or **Pre-existing Illness** of the **Insured, Close Relative** or **Travelling Companion**.
2. Holiday arrangements made or undertaken against the advice of any Registered Medical Practitioner or in the case of an acute medical condition or for the purpose of obtaining medical treatment abroad.
3. Contagious illness if the intervention of assistance is prevented by national or international health regulations.
4. Psychological or psychiatric disorder, anxiety, stress or depression.
5. Any costs which **You** would have had to pay even if the **event** giving rise to a claim had not happened.

6. Claims arising directly or indirectly from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), any act of terrorism, act of an enemy foreign to the nationality of the **Insured** Person or the country in, or over, which the act occurs, civil war, rebellion, revolution, insurrection or military or usurped power against legally constituted government or seizure, or nationalization, or destruction of, or damage of property caused by any government or local authority, or if You are passing through or visiting countries which are regarded as war zones or in areas which you are travelling against the advice of the Foreign Office. Use of weapons of mass destruction, biological or chemical (whether war be declared or not), weapons, instruments or chemical formulas used to cause death, inflict harm to people, animals or property however these are imparted or bound. Terroristic activities. Terrorist activities mean one or more acts of a person or group/s of people who cause tension among the population and/or intend to influence any government with their political, religious or ideological aims. Terrorist activity includes (but is not limited to) the effective use and/or the threat of force or violence. Additionally, the people responsible for terrorist activity, can act on their own behalf or on behalf of or in connection to organizations and governments. Also excluded from cover is any loss or expense of whatsoever nature directly or indirectly from actions taken to control, prevent or suppress any part of clause n. 6.
  7. Claims will not be paid where **You** cannot provide receipts for articles that were purchased either before or during the holiday.
  8. Damage to, or loss or destruction of any property or any loss or expense whatsoever arising from, or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:-
    - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
  9. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
  10. **Your** intentional self-injury, suicide or attempted suicide or wilful exposure to needless risk in any circumstances (except in the attempt to save a human life), or the influence and/or effects of intoxicating liquor or alcohol, drug or drugs (unless prescribed by a Registered Medical Practitioner but not for drug addiction) or substance or solvent abuse, venereal disease or sexually transmitted disease.
  11. Any claim arising directly or indirectly from any injury, illness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused.
  12. Claims arising from flying or aerial activity of any kind (other than as a fare paying passenger in a fully licensed passenger carrying aircraft).
  13. Claims arising directly or indirectly from **Your** wilful, malicious or unlawful acts.
- Also excluded from cover are:
14. Registration fees, administration fees, airport taxes or insurance premiums.
  15. Consequential loss of any kind.
  16. Any claims, unless the appropriate premium has been paid.
  17. Claims not notified directly in writing to NEWMED S.p.A. within 31 days of the expiry of this insurance.
  18. Losses occurring outside **Period of Insurance**.
  19. Claims arising directly or indirectly from bankruptcy or liquidation.
  20. Any liability however arising in respect of goods or service supplied by the Emergency Services, Underwriting Agents or any person acting on their behalf.
  21. Failure of a provider to supply any part of a booked journey.
  22. Any claim where the **Insured** has not acted in accordance with guidelines within the Policy Wording.

#### EXTENSION OF COVER

If **You** require any extension of the **Period of Insurance** after the commencement of travel **You** must advise **Us** of any circumstances which at the time of such request could reasonably be expected to cause a claim under this Certificate

#### SECTION A – MEDICAL EXPENSES AND REPATRIATION

*(See Schedule of Cover - Subject to correct premium paid)*

ON THE BASIS OF THE OBLIGATIONS MENTIONED BELOW, IN THE EVENT OF A CLAIM ARISING, EACH EXPENSE WITHIN THIS SECTION MUST BE AUTHORIZED BY THE EMERGENCY SERVICE WHICH OPERATES 24 HOURS A DAY AND BEFORE ANY PERSONAL INTERVENTION TAKES PLACE, IN EVERY CASE THE INSURED HAS TO MAKE IMMEDIATE CONTACT WITH NEWMED EMERGENCY SERVICE DIALING +39 02 74204285 OR +39 0275261534 BEFORE HOSPITALISATION OR ER/CASUALTY HOSPITALISATION, IN ORDER TO ENABLE THE EMERGENCY SERVICE TO TAKE CHARGE OF, OR GUARANTEE PAYMENT TO THE HOSPITAL ABROAD.

What is covered:

If **You** sustain bodily injury or suffer illness outside **ITALY**, **We** will indemnify **You** up to the amount stated in the Schedule of Cover against the following expenses which **You** necessarily incur outside **ITALY** that have been authorised and approved by **Emergency Service** for necessary medical treatment:

1. Medical expenses including hospital charges, in-patient treatment authorised by **Europäische** and ambulance charges for conveyance to hospital. Dental treatment is only covered when this is needed as a result of an accident, maximum benefit payable € 400,00 per person insured and does not apply to the provision of dentures, artificial teeth or work involving the use of precious material or any permanent fixtures.
2. Reasonable additional travelling expenses in returning to **Your** home address in **ITALY** using identical class of travel enjoyed on the **Outward Journey** by the **Insured** unless it is agreed by the 24 hour **Medical Emergency Service** or **Europäische** that the ticket can be upgraded and reasonable additional accommodation expenses beyond the number of days booked in the event of serious injury for which a claim is admissible under 1:
  - (a) Expenses incurred for a **Close Relative** or **Travelling Companion** required on medical advice and authorised by **Europäische** to stay with or escort **You** home, or
  - (b) The expenses of a qualified medical attendant required on medical advice and authorised by **Europäische** to escort **You** home.
3. **Your** emergency repatriation in respect of the cost of return to **Italy** where, such return is medically necessary, authorised and arranged by **Emergency Service** or **Europäische**.
4. Cost of returning **Your** body or ashes to **Your** home address in **Italy**.
5. Cost of burial abroad in the country where death occurs up to € 2.600,00. Cover within **ITALY** is operative only in so far as paragraphs 2. 3. & 4. are concerned up to a maximum of € 3.000,00.

#### **EXCESS APPLIED IN SECTION A:**

**Excess** applied to this section is € 80,00 per **Insured**.

#### **SPECIFIC EXCEPTIONS APPLYING TO SECTION A**

What is not covered:

1. Expenses which **You** incur in **Your** normal country of **residence** (other than 2. above for Italian holidays only).
2. Any in-patient or additional travelling expenses not specifically authorised by **Europäische** or the 24 hour **Medical Emergency Service**.
3. Any expense which is not usual, reasonable or customary for the medical services and/or the supply thereof.
4. Any expense for non-essential or ongoing treatment or costs or where treatment can be reasonably delayed until **Your** return to **ITALY** or for any form of cardiac or organ transplant surgery unless authorised by **Europäische** in advance of being performed or for the cost of a single bed/ward unless authorised by the 24 Hour **Medical Emergency Service** for medical reasons only or for the services of a chiropractor, chiropodist or osteopath or for non-medical costs.
5. Cosmetic surgery.
6. Any costs incurred once the **Insured** is deemed medically fit to return home unless authorised by **Europäische**.
7. Any expense which is covered by any reciprocal arrangement, whether used or not.
8. Provision of false limbs, wheelchairs, dentures, hearing aids or spectacles.
9. Medical Expenses incurred after an accident which occurred while **You** were riding or were a passenger on a motorbike, scooter or moped whose engine capacity is more than 125cc.
10. Any claim made for Medical Expenses for accidents which occur during the period of travel if at this time **you** were undertaking manual labour.
11. Treatment for tropical diseases if the **Insured** has not complied with the preventive measures that are advised or mandatory.
12. Claims arising directly or indirectly from In Vitro Fertilisation (I.V.F.), or any form of fertility treatment.
13. Any **Excess** shown in Section A.
14. Anything excluded by the General Exceptions or breach of the Conditions.

## SECTION B – CURTAILMENT

(See Schedule of Cover - Subject to correct premium paid)

All **Curtailment** claims must be authorised in advance by the 24 hour **Medical Emergency Service** NEWMED S.p.A. 24 hour line: Tel. +39 02 74204285 or +39 02 75261534.

What is covered:

1. Reasonable additional travelling expenses incurred by **You** in returning to **Your** home address in **ITALY**, where such return is urgently necessitated by the death, serious illness or severe injury of **Your Close Relative** where such **Close Relative** is resident in **ITALY**.
2. All travel charges and costs of holiday for which **You** have paid or contracted to pay before the holiday departure date, and cannot recover in respect of any part of the holiday which **You** are necessarily required to Curtail up to the amount stated in the Schedule of Cover. If a holiday is Curtailed through **Your** accident or illness, the doctor of the **Medical Emergency Service** NEWMED S.p.A. must confirm that such **Curtilment** was medically necessary.

### **EXCESS APPLIED IN SECTION B:**

**Excess** applied to this section is € 80,00 per **Insured**.

### **SPECIFIC EXCEPTIONS APPLYING TO SECTION B**

What is not covered:

1. Any claims for which **You** fail to supply the **Medical Emergency Service** with adequate information concerning the reasons that force **You** to Curtail.
2. Any claims for **curtailment** that has not been authorised by the **Emergency Service** which is operational 24 hours a day.
3. Any **Excess** shown in Section B.
4. Anything excluded by the General Exeptions or breach of the Conditions.

## SECTION C – PERSONAL ACCIDENT

(See Schedule of Cover - Subject to correct premium paid)

Please note that ALL benefits detailed below in relation to **Your** age, are based on **Your** age at the date of **Your Outward Journey**.

What is covered:

If **You** sustain bodily injury caused solely by accidental violent external and visible means, and such bodily injury solely and directly results within twelve months in **Your** death or disablement, **We** will pay to **You** benefits in accordance with the Schedule of Cover relating to the level of cover purchased and whether the correct premium has been paid.

1. Death.
2. Permanent loss by physical severance of hand or foot at or above the wrist or ankle or the total and permanent loss of use of an entire hand or arm or of an entire foot or leg or total and irrecoverable loss of all sight in one or both eyes.
3. Permanent total disablement resulting in **Your** permanent and absolute inability to attend to a profession, business or gainful occupation of any kind during a period of 12 months and if at the end of this period, there should be no possibility of improvement as determined by an appointed specialist doctor.

Provided that:

1. If **You** are under 18 years of age the benefit under item 1 is limited to € 3.500,00.
2. If **You** are aged 65 years of age item 1 is limited to € 3.500,00 and no benefit will be payable under points 2 and 3.

### **EXCESS APPLIED TO SECTION C:**

No **excess** will be applied.

### **SPECIFIC EXCEPTIONS APPLYING TO SECTION C**

What is not covered:

1. No benefit will be payable under more than one of the items 1, 2 or 3 and on payment of a claim under any one of these items, all liability under this Section will cease in so far as **You** are concerned.
2. Anything excluded by the General Exeptions or breach of the Conditions.

### **EXCEPTIONS APPLYING TO SECTIONS A, B, AND C**

1. Any chronic or serious or ongoing medical condition for which **You** or a **Close Relative** have received treatment or have been hospitalised (as an in-patient during the 12 months prior to the Date of Issue of this Certificate), or where **You** or a **Close Relative** are on a hospital waiting list for in-patient treatment or where **You** or a **Close Relative** are in receipt of a terminal prognosis.
2. Medical conditions that appear after the date of issue of the insurance certificate, unless the condition has been immediately declared to **Europäische**.
3. Driving or being a passenger of a motor cycle, motor scooter or mechanically assisted cycle exceeding 125cc in engine capacity during the period of the holiday.
4. **You** engaging in manual work during the period of the holiday, overland expeditions, safaris, steeplechasing, polo, hunting, professional sport, scuba (over 9 metres) or skin diving, any race, speed or duration test or practice for such race or test (other than athletics) or any **Hazardous Pursuit**.
5. Failure of a provider to supply any part of a booked journey.
6. Claims arising from pregnancy where the period of the holiday terminates less than ten weeks before the date of delivery (as estimated by a hospital or Registered Medical Practitioner).
7. Any claim relating directly or indirectly to In Vitro Fertilisation (I.V.F.), or any form of fertility treatment.
8. Anything excluded by the General Exeptions or breach of the Conditions.

## SECTION D – (A) TRAVEL DELAY (B) MISSED DEPARTURE

(See Schedule of Cover - Subject to correct premium paid)

What is covered:

(A). If as a direct result of the outbreak of **Strike** or industrial dispute, or adverse weather conditions affecting scheduled public transport which has been the subject of **Advance Booking** by **You**, or mechanical breakdown of public motor transport, train, aircraft or watercraft which has been the subject of **Advance Booking** by **You** occurring after the date of commencement of cover, the international arrival time of the **Outward/Return Journey** takes place more than 8 hours after the arrival time appearing on **Your** ticket or Tour Operator or Agent travel itinerary **We** will indemnify **You** as shown below:

1. Delay Benefit - An amount as determined in the Schedule of Cover for the first full 8 hours and for each subsequent 12 hours up to a maximum stated in the Schedule of Cover, or
2. Cancellation - If **You** elect to cancel the holiday prior to the commencement of the **Outward Journey** after a delay exceeding 24 hours **Europäische** will indemnify **You** in respect of irrecoverable travel or accommodation deposits or charges paid or contracted in **Italy** before the **Outward Journey**. In this case an **excess** will apply of 15% of the cancellation penalty (minimum € 80,00 per **Insured**).

(B). If **You** miss **Your** booked departure due to late arrival at the point of international departure, caused by accident or electrical or mechanical breakdown to the conveyance in which **You** are travelling:

1. Immediately prior to commencement of the **Outward Journey** from **ITALY**, or
  2. **Your** direct journey to the point of international departure immediately prior to commencement of the **Return Journey** to **ITALY**
- Europäische** will pay up to the limit stated in the Schedule of Cover for additional travel charges which **You** necessarily and reasonably incur in the purchase of a ticket for an alternative journey.

Provided that:

1. Any payment **Europäische** makes in respect of D(A)1 above will be deducted from any subsequent payment made under D(A)2.
2. In respect of D(A) above, **You** must check-in according to the itinerary provided by the Tour Operator or carrier, and obtain written confirmation of the delay from such Tour Operator or carrier.
3. **You** must produce independent evidence from a Local or National Authority in writing to support any claim.
4. **Europäisches**' limit of liability under D(A)2 will not exceed the amount stated in the Schedule of Cover.
5. In respect of D(B) above **You** must take all reasonable steps to arrive at the departure point at or before the recommended time.

### **EXCESS APPLIED TO SECTION D:**

No **excess** will be applied for travel delay. In case of cancellation after a delay exceeding 24 hours an **excess** of 15% of the cancellation penalty will apply (minimum € 80,00) per **Insured**.

In case of missed departure **excess** is € 80,00 per **Insured**.

### **SPECIFIC EXCEPTIONS APPLYING TO SECTION D**

What is not covered:

1. Circumstances which could reasonably be anticipated or **Industrial Action (Strike)** announced by mass communication.
2. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country.
3. Failure of a provider to supply any part of a booked journey.
4. Any **Excess** shown in Section D.
5. Anything excluded by the General Exeptions or breach of the Conditions.

## SECTION E – PERSONAL LIABILITY

*(See Schedule of Cover - Subject to correct premium paid)*

What is covered:

**We** will indemnify **You** against all sums up to the amount stated in the Schedule of Cover which **You** are legally liable in a personal capacity to pay in respect of accidents happening during the **Period of Insurance** resulting in:

1. Bodily injury, death or disease to any person not being a member of **Your Family** or in **Your** service.
2. Damage to property:
  - a) Not belonging to **You**, or
  - b) In the charge of or under the control of **You** or a member of **Your** household or of a person in **Your** service.

The indemnity provided by this Section extends to cover costs and expenses recoverable by any claimant, provided they were incurred before the date on which **Europäische** paid or offered to pay either the full amount of the claim or the total amount recoverable, in respect of any one occurrence, and also the costs and expenses incurred by **You** with **Our** written consent. In the event of **Your** death **Your** personal representative will receive the benefit of the cover granted by this Section.

Provided that: **You** give immediate written notice to **Europäische** within 3 days from when the incident occurred as per law n. 1913 of the Civil Code. **You** will immediately send **Europäische** any form of ordinance, mandate, writ of summons or other legal document received concerning any claim against **You**. Failure to do so could entail total or partial loss of **Your** right to claim as per law n. 1915 of the Civile Code.

### EXCESS APPLIED TO SECTION E:

An excess of € 500,00 per **Insured** applies.

### SPECIFIC EXCEPTIONS APPLYING TO SECTION E

What is not covered:

Claims arising from:

1. Directly or indirectly out of the ownership, possession or use (other than as a passenger having no right of control) of any motorised vehicle, car or motorcycle, scooter or moped, mechanically or electrically propelled aircrafts, caravans, trailers, watercraft other than manually propelled craft. NB: If hiring a motorised vehicle (car or motorcycle of any cc.) **You** must make sure that the vehicle is covered for Personal Liability through the hire company, as this is not covered by the **Viaggi Sicuri** policies.
2. Directly or indirectly out of the ownership, possession or use of animals or firearms or of any motorised vehicle, car or motorcycle, scooter or moped.
3. Directly or indirectly from actions undertaken, involving **Your** business, trade or profession.
4. Persons **insured** by the same certificate or a **Travelling Companion**.
5. Directly or indirectly out of **Your** ownership or use of any land or buildings.
6. Out of any liability assumed under a contract unless such liability would have attached in any **event** in the absence of such contract.
7. Any **event** for which **You** admit liability before receiving **Our** consent.
8. Any **Excess** shown in Section E.
9. Anything excluded by the General Exeptions or breach of the Conditions.

## SECTION F – PERSONAL POSSESSIONS

*(See Schedule of Cover - Subject to correct premium paid)*

Note -This is NOT a “New for Old” replacement Policy. **We** will pay up to the limit shown on the Schedule of Cover based on the intrinsic value of the goods at the time of the loss.

What is covered:

**We** will indemnify **You** against loss of or damage to personal luggage, clothing and personal effects belonging to **You** up to the amount stated in the Schedule of Cover, as follows:

1. Provided that the **Insured** gives purchase receipt, each item pair or set can be refunded up to the maximum amount as stated on the Schedule of Cover.
2. All the items for which the **Insured** is not able to give proof of purchase will be refunded by **Europäische** up to a maximum amount of € 50,00 per item up to the total maximum refundable of € 100,00.
3. If **You** are temporarily deprived of personal luggage on the **Outward Journey** for a period of more than 12 hours from the time of arrival at the holiday destination due to delay or misdirection in delivery by an airline, coach or railway company, **We** will pay for **necessary replacement purchases** up to an amount stated in the Schedule of Cover. The **Insured** must provide receipts that prove the value and nature of the purchased items together with written confirmation of the exact length of the delay. **We** will deduct any payment **We** make for delayed baggage from the amount of any claim if the baggage is permanently lost.
4. Liability in respect of **Valuables** is limited to a total amount stated in the Schedule of Cover.
5. Liability in respect of **Sports Equipment** is limited to a total amount of €300,00.
6. Golf Equipment (subject to appropriate premium paid) is covered up to € 1,000.00 in total (single item limit still applies). If **You** are temporarily deprived of **Your** Golf Equipment on the **Outward Journey** for more than 24 hours from the time of arrival due to the delay or misdirection of delivery **We** will pay € 30 for each complete 24 hours delay up to a maximum of € 300.
7. Contact/corneal lenses or prescription spectacles and associated equipment is limited to the maximum amount per item, pair or set as stated in the Schedule of Cover. A camera or camcorder with all accessories, a bracelet or necklace with any attachment and any similar set or pair of items will be considered as one article.

Provided that:

8. **You** take all reasonable precautions for the safety of the property insured.
9. If at the time of any loss or damage the property insured is of greater value than the sum insured by this Section, then **You** will be considered as being **Your** own Insurer for this difference and will bear a ratable share of the loss accordingly.
10. **You** will supply at **Your** own expense a Statutory Declaration regarding any claim arising under this Section of the Certificate if so required.
11. Total refundable for obtaining a replacement passport to enable **You** to travel back to **ITALY** is € 200,00.
12. If lost/damaged baggage occurs whilst under responsibility of the carrier, the **Insured** must enclose the following documentation when making a claim:
  - a) P.I.R.
  - b) Copy of the letter sent to the Airline Co. by the **Insured**, in which compensation is requested, and the written answer from the Airline Co.
13. Damage compensation will be agreed as an intergration of the amount reimbursed by the carrier or hotel responsible up to the limit stated in the Schedule of cover.

### EXCESS APPLIED TO SECTION F:

- a) In case of claims for Personal Possessions an **excess** of € 80,00 will be applied per **Insured**.
- b) In case of claims for **Valuables** an **excess** of € 80,00 will be applied per **Insured**.
- c) In case of claims for Travel Documents an **excess** of € 80,00 per **Insured** will be applied.
- d) In case of claims for Golf Equipment an **excess** of € 100,00 per **Insured** will be applied.
- e) No **excess** will be applied in case of delayed baggage.

### SPECIFIC EXCEPTIONS APPLYING TO SECTION F

What is not covered:

1. Loss or damage arising from wear and tear, depreciation or deterioration, any process of cleaning, repairing or restoring, atmospheric or climatic conditions, moth or vermin, electrical or mechanical breakdown.

2. Loss or theft of dentures, hearing aids, mobile telephones, computer and computer accessories, money in any shape or form, samples or merchandise or property used in connection with **Your** business or trade, bonds, coupons, securities, stamps or documents of any kind, vehicles or accessories, antiques, musical instruments whilst in the custody of any person other than **You**, pictures, **Sports Equipment** whilst in use, boats and/or ancillary equipment, including surf boarding and windsurfing equipment and sailboards, caravan awnings, glass, china, perishable goods or any other articles of a brittle or fragile nature.
3. Loss or damage to property shipped as freight or under a bill of lading.
4. Loss or damage to loaned or rented property or items.
5. Loss due to delay, detention, confiscation, requisition or damage by Customs or other Officials or Authorities.
6. Loss or theft unless:
  - a) **You** have been a victim of a **Mugging**.
  - b) **You** have reported the loss or theft to the nearest Police authority within 24 hours of discovery.
  - c) **You** have obtained a written Police report.
7. Loss or damage whilst in the custody of the carrier unless supported by a Property Irregularity Report.
8. Loss or theft from an unattended motor vehicle.
9. Theft of property left unattended other than whilst in **Your** securely locked holiday accommodation where burglary has taken place. This has to be attested by a Police Report.
10. Loss or theft of **Valuables** whilst in a suitcase or holdall or bag or similar receptacle outside **Your** immediate control and for which **You** haven't taken reasonable care.
11. Liability in respect of a pair or set of articles is limited to the part lost, stolen or damaged.
12. Telephone calls and/or travelling costs other than those necessarily incurred in obtaining a replacement passport as shown above.
13. Any unsubstantiated losses for item(s) exceeding the value of € 100,00.
14. Any claims where **We** feel that **You** have not exercised sufficient care in protecting **Your** property and **You** did not act as if uninsured.
15. Damage to or breakage of glass or bottles, leakage of powder or fluid from containers carried in **Your** baggage, perishable goods or any other article of a brittle or fragile nature.
16. Claims for loss or theft or damage to jewellery whilst at or in a water activity area (considered to be the sea, beach, swimming pool, or water park.)
17. Loss, theft or damage to samples or commercial items, or possessions utilised for **Your** commercial or financial activities unless Business Extension cover has been purchased and the correct premium has been paid.
18. Any **Excess** shown in Section F.
19. Anything excluded by the General Exemptions or breach of the Conditions.

### **SECTION G – MUGGING BENEFIT**

*(See Schedule of Cover - Subject to correct premium paid)*

What is covered:

1. If **You** sustain actual bodily injury as a result of a **Mugging** attack during the **Period of Insurance** resulting in medical treatment necessitating inpatient admission to an overseas hospital, **We** will pay **You** a benefit of €70 per complete 24 hours **You** are hospitalised up to a maximum stated in the Schedule of Cover, subject to the incident being reported to the Police within 24 hours and a Police report being obtained.

#### **SPECIFIC EXCEPTIONS APPLYING TO SECTION G**

What is not covered:

1. Any claim arising from **You** being under the influence of intoxicating liquor or of a drug or drugs (unless prescribed by a Registered Medical Practitioner) or substance or solvent abuse.
2. **Your** intentional self-injury or **Your** wilful exposure or **Your** deliberate or negligent acts.
3. Anything excluded by the General Exclusions or any breach of the Conditions.

### **SECTION H - HIJACK**

*(See Schedule of Cover - Subject to correct premium paid)*

What is covered:

- If **You** are prevented from reaching **Your** scheduled destination as a result of **Hijack** of the aircraft or ship in which **You** are travelling, **We** will pay **You** €70 for the first full 24 hours of delay and €70 for each subsequent full 24 hours up to the maximum stated in the Schedule of Cover.

#### **SPECIFIC EXCEPTIONS APPLYING TO SECTION H**

What is not covered:

1. This benefit if a claim has been made under Section I.
2. Should the **Insured** fail to produce a report from the relevant official authority.
3. Should the **Insured** not comply to the recommendations or advice of the Foreign Office concerning the areas at risk of war or acts of terrorism.
4. Anything excluded by the General Exemptions or breach of the Conditions.

### **SECTION I – CANCELLATION OR CURTAILMENT**

*(See Schedule of Cover - Subject to correct premium paid)*

What is covered:

- **Europäische** will indemnify **You** against all travel charges and costs of holiday for which **You** have paid or contracted to pay before the holiday departure date, and cannot recover in respect of any part of the holiday which **You** are necessarily required to cancel up to the amount stated in the Schedule of Cover.
  - Timeshare accommodation cancellation: other than the travel expenses mentioned above, **Europäische** will reimburse the annual management and exchange fees (if present).
1. **Your** death, accidental bodily injury or illness, or that of a **Close Relative** or **Travelling Companion** as long as the illness or accident is of a nature (serious enough) to make it impossible for the **Insured** to travel or make the **Insured's** presence indispensable in assisting the above mentioned persons who have fallen ill or had an accident.
  2. **You** or any person with whom **You** have arranged to travel or stay being subject to compulsory quarantine or being summoned for Jury Service or as a witness in a Court of Law during the period of the holiday.
  3. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **Your** presence being required by the Police following burglary at such private dwelling occurring at any time after **Europäische** have issued this **Insurance**.
  4. Cancellation or interruption of scheduled public transport consequent upon **Hijack** occurring during the **Period of Insurance**.

#### **EXCESS APPLIED SECTION I**

1. **Excess** applied in case of death or hospitalisation of minimum 3 days is € 80,00 per **Insured**.
2. In the case of illness **excess** applied will be 10% of the cancellation penalty (minimum € 80,00) per **Insured**.
3. If the **Insured**, or a person on his behalf, does not open the claim within 24 hours of the **event** (as specified in DUTY OF INSURED below) **excess** will be 25% of the cancellation penalty (minimum € 80,00) per **Insured**

#### **DUTY OF THE INSURED – CLAIMS:**

Following the claim the **Insured**, or other person for him must within 24 hours following the **event** that caused the claim:

1. Inform the Travel Agent, Tour Operator, carrier or any other suppliers who have made the booking of the need to cancel.
2. Inform NEWMED S.p.A. 24 hour line: Tel. +39 02 74204285 or +39 02 75261534 of the need to cancel; giving them all the details for cancellation and details of holiday booking and **Insurance Certificate** made out to **You** by **Your** travel agent, the **Insured's** name, address during illness and telephone number or that of the person whose illness has given rise to the claim, so that **Europäische** can exercise their right to request a doctor's visit which will confirm that the **Insured's** state of health is such that travel cannot be undertaken.
3. Inform any other insurance companies that together with **Europäische** are providing insurance cover. In the case of a package holiday organised by a Tour

Operator please check carefully the insurance cover included.

4. Fax to +39 02.29412440 a copy of the medical certificate on which is specified the illness that caused Cancellation and the days of prognosis.

#### CLAIMS PROCEDURE:

- § If the **Insured** notifies us of the **event** which caused cancellation within 24 hours following the **event**, **Europäische** will reimburse the cancellation charges in existence at the time, deducting the **excess** shown in the Policy Wording for each **Insured** named on the **Insurance Certificate**.
- § In case of illness without hospitalisation **Europäische** has the right to ask for a medical visit at the **Insured's** home to confirm that the illness is serious enough to cancel the holiday.
- § Claims will not be considered valid should the **Insured** fail to notify the claim to all the other insurance companies involved, within the time specified in their Terms and Conditions, as per law no. 1910 of the Civil Code.
- § Claims notified after 5 calendar days from the day of the **event** will not be valid.
- § **Europäische** will reimburse the penalties applied at the moment in which the **event** that determined cancellation occurred. Further penalties debited by Tour Operator following a late communication of the cancellation will be charged to the **Insured**.
- § If the **Insured** has booked to travel with two or more people who are not **close relatives** or with other **Family** groups, cancellation will be covered by **Europäische** in respect of the **Insured** and only one of their **Travelling Companions** provided that the **Travelling Companion** is insured on the same certificate.

#### SPECIFIC EXCEPTIONS APPLYING TO SECTION I

What is not covered:

1. Any cancellation claim where the **insurance certificate** was not issued within 48 hours of booking or at the same time as booking if the trip commences within 14 days of booking.
2. Any cancellation claim that has not been reported to NEWMED S.p.A. within 5 calendar days of the **event** which causes the cancellation.
3. Any claim which arises from chronic or **Pre-existing illness** of the **Insured**, **Close Relative** or **Travelling Companion**.
4. Any claim for which the **Insured** has not opened a claim with the other insurance companies involved which cover the same risks within the time limit set out in their Terms & Conditions as per law n. 1910 of the Civil Code.
5. Any claim for which the **Insured** has not followed the procedures outlined in DUTY OF THE INSURED above.
6. Incomplete or missing **Travel Documents** (passport, ID card, Visas, Vaccination Certificates, etc.)
7. Any expense following **Your** disinclination to travel or to continue with **Your** holiday or loss of enjoyment of **Your** holiday due to:
  - a) Financial circumstances, or
  - b) Expenses payable by the Tour Operator, hotel, or airline, or
  - c) Delay in commencement of holiday, or
  - d) Surcharges levied by the Tour Operator increasing basic brochure prices.
8. Any expense arising from circumstances which could reasonably have been anticipated at the time **You** booked **Your** holiday or the date the **Insurance Certificate** was issued.
9. Any additional costs incurred as a result of **Your** failure to notify a Tour Operator and/or Travel Agent and/or provider of transport or accommodation immediately **You** are aware of the need to cancel or Curtail the booked trip(s).
10. Government regulations (other than in respect of compulsory quarantine) or currency restriction or act, or omission or default of provider of transport or accommodation or of an agent through whom the travel arrangements were made.
11. Registration fees, administration fees, airport taxes and **Insurance** premium.
12. Any claims for cancellation due to professional reasons.
13. Failure to supply address, mobile phone or land line where the persons indicated in DUTY OF THE INSURED, item 2 can be contacted in case of Cancellation.
14. Any **Excess** shown in Section I.
15. Anything excluded by the General Exeptions or breach of the Conditions.

#### SECTION L - BUSINESS EXTENSION

*(See Schedule of Cover - Subject to correct premium paid)*

What is covered:

##### 1. Personnel Replacement

**Europäische** will reimburse reasonable and necessary return travel and accommodation expenses, up to the limit shown on the Schedule of Cover, incurred for a **Business Associate** to travel to **Your** place of Business overseas to attend to **Your** planned, essential and unavoidable Business duties, if in the **event** of **Your** injury or illness, a doctor certifies that **You** are unable to attend. This benefit is covered solely behind authorisation of the 24 hour **Medical Emergency Service** NEWMED S.p.A. 24 hour line: Tel. +39 02 74204285 or +39 02 75261534, they will decide if a **Business Associate** replacement is necessary.

##### 2. Business Documents and Records

To indemnify **You** up to the limit stated in the Schedule of Cover in respect of the cost of replacing or restoring Business documents, records and samples, being the property or responsibility of the **Insured Person** following loss or damage during the **Period of Travel**.

#### EXCESS APPLIED SECTION L

An **excess** of € 80,00 per **Insured** applies.

#### SPECIFIC EXCEPTIONS APPLYING TO SECTION L

What is not covered:

Claims for which the **Insured** has not informed the 24 hour **Medical Emergency Service** of the illness or injury.

Any exclusion that is applicable to Section F, except when cover under Section L - Business Extension applies.

Any **excess** as stated in the Schedule of Cover.

Anything excluded by the General Exclusions or any breach of the Conditions.

## Assistance Company and Claims

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