

Information for the Contracting Party - arranged pursuant to Art. 185 Legislative Decree No209 of 7.9.2005 and in conformity with the provisions of ISVAP Regulation 35 of 26 May 2010

This 'Information' is to supply the Contracting Party (natural or legal person who signs the insurance contract), the Insured and all the parties with an interest in the in-surance cover all the preliminary information necessary for the purposes of reaching an opinion based on rights and contractual duties, in conformity with Art. 185 Legislative Decree No. 209 of 7.9.2005. This note is drawn up in Italy in Italian without prejudice to the right of the Contracting Party to ask for it to be drawn up in another language.

#### 1) Information on the company

• Company name and legal form of the company (Insurance Company)

The insurance company is AGA International S.A.

Registered office

37, Rue Taitbout, 75009 Paris - France

French Trade Register nr. 519490080

Share capital subscribed € 17.287.285

Authorisation for operating insurances

Authorized to provide Insurance Services by dall'Autorité de Contrôle Prudentiel (ACP) on February the 1st 2010

Italian Branch

Piazzale Lodi 3, 20137 (MI), Milan, ITALY

Tax code, VAT number and enrolment in the Business Register of Milan No. 07235560963

Economic and Administrative Index 1945496

Phone Number – Web Site – E-mail Adress

02/23.695.1 - www.allianz-global-assistance.it - info@allianz-assistance.it

Authorisation for operating insurances

Company authorised for insurance work in Italy by way of establishment, enrolled on 3 November 2010 at No. I.00090, in the appendix of the professional roll of insurance companies, List I.

#### 2) Information on the Contract

· Legislation applicable to the contract

The Italian legislation is applicable to the contract; however, the Parties have the right to choose a different legislation before signing the contract.

The company has chosen Italian regulations.

However, the binding regulations of Italian law will be applied.

. Prescription of rights arising from the contract

Pursuant to Art. 2952 of the Italian Civil Code, 'the rights of the Insured (person in whose interest the contract was signed) arising from the contract are prescribed as one year from the day on which the fact on which the right is based occurred'.

. Complaints about the contract

Any complaints concerning the contractual relationship or the management of the claims must be forwarded in writing to the company

Aga International S.A. - Italian Branch

Servizio Qualità(Quality Service), Piazzale Lodi 3, 20137 MILAN (Italy)

Fax: +39 02 26624008; e-mail: quality@allianz-assistance.it

If the complainant is not satisfied by the outcome of the complaint or if no reply is received in the maximum term of forty-five (45) days, he can contact:

ISVAP, Via del Quirinale, 21 - 00187 Roma Fax 06.42133.745 - 06.42133.353,

enclosing the documentation relative to the complaint dealt with by the company. For disputes referring to the quantification of damages and the attribution of responsibility, remember that this remains the exclusive competence of the judicial authority, in addition to the right to resort to conciliation systems where they exist. In the case of cross-border dispute between a contracting party / insured domiciled in a State member of the European Economic Area and a company having its registered office in another member state, the contracting party / insured may request the activation of the FIN-NET process, forwarding the complaint directly to the foreign jurisdiction, that's to say the one in which the insurance company issuing the contract has its head office(identified by accessing the website <a href="https://www.ec.europa.eu/fin-net">https://www.ec.europa.eu/fin-net</a>), or, if the contracting party / insured is domiciled in Italy, he can forward the claim toward ISVAP which provides to send it to the foreign jurisdiction, giving notice to the contracting party / insured itself.

## 3) Information during the contract

• If there are variations relating to the information on the company and/or the contract during the life of the contract, the company undertakes to advise the Contracting Party of them in a timely fashion and also give every clarification necessary.

#### Warnings

This note is a document which only has value as information and is not contractual. It must be given to the Contracting Party before the signature of the insurance contract against damage. The Contracting Party is advised to always ask his insurance broker for any additional clarification on the chosen contract and to read it carefully before signing the policy.

#### Privacy Information on the techniques of remote com-munication (ex Legis. Dec. 196 of 30/6/03)

To respect the law on privacy, we would like to advise you on the use of your personal data and your rights. Our company must obtain (or already holds) some data on you. The data you or other people has supplied is used by Aga International S.A. - General Agent for Italy by companies of the same group in Italy and third parties to whom it will be advised for the purposing of giving you the information you have requested, also via fax, telephone including mobile phone, e-mail or other remote com-munication techniques. As a result, we ask to consent to the handling of your data necessary the above-mentioned purpose. If it has been supplied, we will also have to handle sensitive data. As a result, your consent also concerns such data if you have supplied it.

Without your data, we will be unable to provide the service wholly or partially.

Your personal data will only be used in the manner and method strictly necessary to supply the services and information you may require. We use the remote communication techniques mentioned above also when we advise some of this data to other companies in our sector in Italy and abroad, and other companies in the group, in Italy and abroad, for the purposes set out in the policy.

We use people we trust for the provision of these services, who carry out technical and organisational tasks on our behalf; some of these people also operate abroad. In addition, some of these people are our direct co-workers and carry out the function of our data processing manager, or they are completely independent as external suppliers and are separate data managers. In particular, the people are part of the Allianz S.E. group: in Italy, service companies to which the management, liquidation and payment of claims is entrusted, IT and telecoms or archiving companies, and postal services companies indicated in the postal packet.

The list of all these people is constantly updated and can be easily received free of charge by requesting it from AGA International S.A. - General Agent for Italy, Servizio Privacy (Privacy Service), P.le Lodi 3, 20137 Milan, Italy, Fax number +39 02 23695948 or e-mail privacy@allianz-assistance.it where the list of current managers can also be obtained.

As a result, the authorisation we request also concerns the transmission of data to these categories and their handling of the data and is necessary to fulfil the purposes of the supply of the service

You have the right to know your data and how it is used at any time. You also have the right to have it updated, integrated, rectified or cancelled, ask for it to be blocked and oppose its treatment. Contact Aga International S.A. - General Agent for Italy, Servizio Privacy (Privacy Service), P.le Lodi 3, 20137 Milan, Italy, Fax number +39 02 23695948 or e-mail privacy@allianz-assistance.it to exercise your rights.



### **DEFINITIONS**

Insured: the person whose interests are protected by the insurance.

the Mondial Service Italia S.c.a.r.I. structure which, in conformity with ISVAP Regulation 12 dated 9 January 2008, provides telephone contact with the **Operational Centre:** 

Insured 24 hours a day, 365 days a year, and arranges and provides the assistance services set out in the policy.

Contracting Party: the person who takes out the insurance. For individuals, the person of age with legal capacity. Urgent Medical Care: the care given by an Accident & Emergency medical centre determined by acute illness or an accident.

Event: the event that directly generated one or more claims.

the spouse, children, father, mother, brothers and sisters of the Insured. Family member:

Excess: the part of the damages that the Insured has to pay, calculated in a fixed or percentage measure.

the commercial registered brand of MONDIAL ASSISTANCE EUROPE N.V. – ITALIAN BRANCH which identifies the company Globy®:

the event arising from an accidental, violent and external cause producing bodily injuries which can be objectively ascertained, resulting in death, Accident:

permanent invalidity or temporary inability.

the area of the Republic of Italy, the Vatican City and the Republic of San Marino. Italy: the occurrence of the damaging event for which insurance has been given. Claim:

## **REGULATIONS COMMON TO ALL COVERS**

#### 1. Stipulation of the policy

The insurance policy can be stipulated:

only in Italy, at the authorised sales points;
for trips and stays made for tourism and study in the areas of the member states which apply the provisions of the Acquis of Schengen in full;

If the policy is issued for periods of longer than 90 days, it is an essential requirement that the Insured elects his domicile as ITALY.

#### 2. Operation and effective date

The insurance cover specifically underwritten:

- is effective from the date and time indicated in the policy but, however, not before the arrival of the Insured in Italy. Globy uses the time in Rome (UTC/GMT +1) as reference for the start time;
- if the premium corresponding to the chosen period has been paid;
- only for individuals, the contracting party is of age and has legal capacity;
- is operative for the period indicated in the policy with a maximum of:
  - 90 days for tourist visas;
  - o 365 days for study visas;
- are operative for all the area of the member states which fully apply the provisions of the Acquis of Schengen. If the Insured has signed a policy for more than 90 days, the services due to the residence are understood to mean to the domicile in ITALY if there is a claim occurring outside Italy, in accordance with the provisions in Art. 1

Globy® declines all responsibility for delays or impediments which may arise during performance of the services if due to Acts of God.

## 3. People who can be insured

All the people with legal capacity resident abroad:

- travelling or staying in Italy or, transiting through Italy, in all the area of the member states which fully apply the provisions of the Acquis of Schengen and for the period of the relative stay;
- in the area of the European Union or, alternatively, having an entrance visa or police permission to stay for tourism or study.

The insurance applies to people of not more than 70 years old. If the Insured reaches that age during the validity of the policy, the insurance will remain valid until the expiry.

#### 4. People who cannot be insured

Given that Globy, if the company was aware that the Insured was affected by alcoholism, drug addiction, HIV, AIDS or one of the following mental infirmities (cerebral organic syndromes, schizophrenic and/or paranoiac disorders and manic-depressive forms), wouldn't have permitted insurance to be given, it's agreed that, if one or more of the diseases or disorders indicated above arises during the period of validity of the policy, the provisions of Art.1898 of the Italian Civil Code will apply, irrespective of the real assessment of the Insured's state of health.

## 5. Underwriting limits

More than one Globy®- or MONDIAL ASSISTANCE EUROPE N.V. – ITALIAN BRANCH -specification policy cannot be taken out to cover the same risk for the purposes of:

- raising the capital insured by the specific guarantees of the products;
- extending the period of cover beyond the periods set out by this policy.

### 6. Exclusions common to all covers

Globy® excludes every indemnity, service, consequence and event arising directly or indirectly from:

- a. damage caused by, arising from or as a result of wars, accidents due to weapons of war, invasions, the action of foreign enemies, hostilities (whether war has been declared or not), civil war, situations of armed conflict, rebellions, revolutions, insurrections, mutiny, martial law, military or usurped power or attempts to usurp power;
- b. strikes, uprisings and popular movements;
- curfews, frontier blocks, embargoes, reprisals and sabotage;
- d. confiscations, nationalisation, seizures, restrictive provisions, detention, appropriation, requisition for its ownership or use or on the order of any government (whether civil, military or 'de facto') or other national or local authority;
- e. acts of terrorism, act of terrorism meaning any act including but is not limited to the use of force or violence and/or threats by any person or group/s of people acting alone, behind or in connection with any organiser or government, committed for political, religious, ideological or similar reasons, including the intention to influence any government and/or give warnings to the public and/or community or part of it;
- f. journeys taken to an area where a ban or limitation (even temporary) issued by a competent public authority is operational, extreme tours in remote areas that can only be reached with the use of special rescue vehicles;
- g. tornadoes, hurricanes, earthquakes, volcanic eruptions, inundations, floods and other natural upheavals;
- h. nuclear explosions and, even only partially, ionising radiation or radioactive contamination developed by nuclear fuels, nuclear waste or nuclear weapons, or arising from the transmutation of the nuclear atom or radioactive, toxic and explosive properties or other dangerous features of nuclear equipment or its components;
- materials, substances, biological and/or chemical compounds used to cause damage to human life or spread panic;
- pollution of any kind, infiltration, contamination of the air, water, soil or subsoil or any environmental damage;
- k. bankruptcy of the airline or any supplier;
- wilful misconduct or gross negligence of the Insured or the people he or she must answer for;
- m. illegal acts committed by the Insured or his or her contravention of regulations of prohibitions of any government;
- n. errors or omissions during the booking stage or the impossibility of obtaining a visa or passport;



- o. abuse of alcohol and psychiatric medication, non-therapeutic use of drugs or hallucinogens;
- mental infirmity, schizophrenia, manic-depressive forms, psychosis, major depressive disorder in an acute stage;
- q. suicide or attempts at suicide;
- Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS) and sexually transmissible diseases;
- driving vehicles for which driving licence higher than category B is required and motorboats for non-private use;
- epidemics with pandemic features (declared by the WHO) of a seriousness and virulence that results in a high mortality level or requires restrictive measures to reduce the risk of transmission to the civilian population. Purely by way of example - closure of school and public areas, limitation of urban public transport and air transport;

#### 7. If there is an accident

The Insured or the person acting for him must:

- a. advise
  - o Globy® in accordance with the provisions of the individual covers. Failure to comply with this requirement may lead to the total or partial loss of the right to the indemnity (Art. 1915 Italian Civil Code);
  - o all the insurers, if more than one policy has been signed for the same risk, indicating the name of the others to each (Art. 1910 Italian Civil Code);
- b. make all the documentation useful for the inquiries and checks on the case available to Globy®, even if not specifically set out by the section Duties of the Insured if there
- 8. Reference to the law The regulations of Italian law apply to anything not specifically regulated by this contract.

#### **GUARANTEES**

## 1. Scope

#### 1.1 Assistance to the person

If there is acute illness or an accident to the Insured during the period of validity of the covers, Globy® will organise and provide, 24 hours a day, the following services through the Operational Centre:

- a. telephonic medical consultancy, out of hours medical service to ascertain the state of health of the Insured or assess the most appropriate services to provide, in agreement with the doctors responsible;
- b. indication of a specialist doctor as close as possible to the place where the Insured and compatible with local availability;
- c. Patient Transfer
  - o from the Accident & Emergency centre or place of first admission to the closest, better equipped medical centre and, in any case, in the Acquis of Schengen;
  - o from the medical centre to the residence of the Insured.

Globy® will make the Patient Transfer for Health Reasons accepting responsibility for all the expenses with the use of the means considered most appropriate and, if necessary, with the use of the:

- 'health aircraft' in Europe and for local movements;
- specially equipped scheduled airline for all other cases.

- Globy® will not make the Patient Transfer for Health Reasons for:

   infirmities or injuries which can be cured locally or during the trip or which, however, do not prevent its continuation;
  - infectious diseases if the transport involves breach of national and international health regulations;
  - d. availability of telephone interpreter to promote contact between the doctors responsible and the Insured admitted to hospital. Globy® will organise the service in English, French, Spain and German, accepting responsibility for cost up to the limit of € 700.00;
  - translation of the medical case notes
    - at the request of the Insured who has activated the Patient Transfer service, Globy® will arrange to translate the medical notes to enable the doctors at the destination centre to immediately assume responsibility for the illness diagnosed. The translation can be supplied from Italian to English, French, German and/or Spanish and only with the consent of the Insured, in respect of the provisions of Law 196 (the so-called Privacy Law), with costs borne in full by Globy;
  - return of the body to the international airport closest to the place of burial in the country of residence. Globy® will accept the responsibility for the costs of transport with the exclusion of the funeral and burial expenses.

#### 1.2 Medical Expenses

If acute illness or accident occurs to the Insured such that urgent medical care is required, Globy® if contacted previously, will arrange for the direct payment of the following, up to the amount of € 30,000.00 per Insured, event and policy, of:

- urgent medical expenses;
- · doctors' fees;
- · hospital and surgical costs;
- transport from the place of the event to the Accident & Emergency medical centre or first admission.

The cover is operative up to the release of the Insured from the medical institution or until, in the opinion of the Globy doctors, he is in condition to retur to his residence but, however, for a period of no more than 100 days, including the stay in hospital.

Reimbursements of expenses directly sustained by the Insured are not provided for.

## 2. Exclusions (integrating Art. 6 Exclusions common to all covers in the section Standard Regulations)

Globy® will not accept responsibility for events and/or the costs arising from or consequent on:

- a. direct organisation of all the services of assistance set out or, however, without the prior authorisation of the Operational Centre.
- b. trips undertaken against medical advice or, however, with diseases at an acute stage or for the purposes of medical/surgical treatment;
- illnesses which are the expression or direct consequence of chronic or pre-existing pathological situations, already known to the Insured at the signature of the policy or, however, when the trip starts;
- d. pathologies that can be traced to complications of pregnancy after the 24th week
- e. voluntary interruption of pregnancy, birth which is not premature, and medically assisted reproduction and their complications;
- g. the purchase, application, maintenance and repair of prosthetic and therapeutic devices;
- h. nursing, physiotherapy, slimming or spa services and those for the elimination of aesthetic defects or congenital malformations;
- check-ups performed following return to the Insured's domicile for situations arising from illnesses which started while travelling;
- organ removal and/or transplant;
- taking part in sports competitions and the relative trials, unless these are of a recreational nature;
- I. carrying out aerial sports and those of the air in general, extreme sports if done outside sports organisations and without the planned safety criteria, acts of daring and any sport done professionally or which, however, leads to direct or indirect remuneration.



Similarly, all the services are not due:

- m. if the Insured ignores the indications of the Operational Centre, i.e.
  - o the Insured leaves hospital on a voluntary basis, against the opinion of the doctors in the structure where he is admitted;
  - the Insured or the person acting on their behalf voluntarily refuses the air ambulance. In this case, Globy® will immediately suspend assistance, only guaranteeing reimbursement of additional hospital and surgical expenses up to the amount corresponding to the cost of the air ambulance refused;
- n. newborn babies, if the pregnancy terminated during the trip, even if the birth is premature.

Events occurring during the performance of the following activities are excluded:

- o. professional in general;
- p. those implying the direct use of explosives or firearms.

# 3. Provisions and limitations

- a. The assistance services are supplied within the limits of the capital insured and any sub-limits;
- b. Globy® will be directly responsible for 'Medical Expenses', also more than once during the trip up to the limit of the capital insured per person;
- c. in cases in which the Insured benefits from the provision of similar assistance services and requests the operation of another insurance company, the services set out by this cover are not operative;
- d. with respect for the specific operational conditions, the assistance services will be made with the use of the means and structures which, in the unquestionable judgement of Globy® and la Operational Centre, are most appropriate for the state of health of the Insured and the state of need;
- e. making a travel ticket available is understood to be made with:
  - o a scheduled airline (economy class);
  - o first class train;
  - o ferry.

Globy® has the right to ask the people for whom it has arranged return at its own expense for the return of unused travel tickets;

- f. Globy® cannot be held responsible for:
  - o delays or impediments in the performance of the services agreed resulting from Acts of God or the provisions of the local authorities;
  - errors arising from inexact communications received from the Insured;
- g. Globy® is not required to pay an indemnity to replace the guarantees of assistance due;
- h. The Insured releases the doctors attending him and the people involved by the conditions of this policy from professional secrecy, exclusively for the events which are the subject of this insurance and exclusively for Globy® and/or any magistrates invested with examining the event, if necessary.

## **DUTIES OF THE INSURED IF THERE IS AN ACCIDENT**

4. Duties of the Insured if there is an accident (see also art. 7 of the Standard Regulations)

The Insured or the person acting for him must contact the Operational Centre immediately for every request for assistance, specifying:

- a. personal data and temporary address;
- b. number of this policy;
- c. type of assistance requested;
- d. data of the hospital, if admitted (name and telephone number, ward of admission, name of the doctor who is responsible for the patient);
- e. address of any family members/travelling companions with the Insured.

# **IMPORTANT REFERENCES**

Contact the address below immediately for every eventuality concerning the assistance services:

# OPERATIONAL CENTRE

Active 24 hours a day, all year Tel. +39 02 26609862 Via Ampère 30, 20131 MILAN, Italy Fax +39 02 70630091