



# Europ Assistance

## VIAGGI TOUR OPERATOR

General Conditions of Insurance 2009

For NOT residents in European countries

## GENERAL CONDITIONS OF INSURANCE (GCI)

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## A. COMMON PROVISIONS

The present Terms & Conditions are an English translation of the Italian original. In case of discrepancy between the translations and the Italian version, the Italian original alone shall be valid.

### A.1. NATURE OF THE CONTRACT

The Contract provides the following services and cover:

- Medical assistance
- Insurance for the reimbursement of medical expenses
- Insurance for baggage and personal effects
- Expenses for late delivery of baggage
- Reimbursement for interrupted holidays

### A.2. COMMUNICATIONS

In case of an emergency, the Operating Centre of Europ Assistance can be reached from anywhere in the world, 24 hours a day. The specialist personnel of Europ Assistance's Operating Centre will be at the complete disposal of the policyholder, ready to take measures or indicate the most appropriate procedure to find a satisfactory solution to any kind of problem and to authorize any expenses.

**N.B.: Do not take any measures before contacting the Europ Assistance Operating Centre on one of the following telephone numbers:**

<b>Number</b>	<b>+39.02.58.16.37.99</b>
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The Insured should note that, by contacting the Operating Centre, it will be authorised to use his, or her, personal data.

**The following information must be given immediately:**

1. The type of action requested.
2. First name and surname.
3. The number of the passenger list preceded by the MSCM.
4. A telephone number on which you can be contacted.

### OPERATING CENTRE IN ITALY

These are the offices of Europ Assistance Italia S.p.A., in Piazza Trento n° 8, 20135 Milano, comprising doctors, technicians and operators, which is operational 24 hours a day, 365 days a year, which provides telephone contact with the Insured and organises and supplies, with the costs charged to Europ Assistance Switzerland, the assistance services provided in the insurance policy.

The assistance services will be provided by specialist operators of the Operating Centre. For the other insurance cover, the Operating Centre shall make an answering machine available which will provide detailed information for the Insured.

### A.3. INSURED PERSON(S)

This is the natural person, NOT resident in European countries, who has purchased a package holiday from MSC, whose interests are protected by the insurance policy.

### A.4. INCEPTION AND DURATION OF COVER

Europ Assistance undertakes to provide the cover and services laid down in this contractual document, under the terms and conditions stated herein.

The duration of the insurance coverage for each individual Insured runs from the date of commencement of the trip/stay to the end there of.

The maximum duration of the insurance coverage for each period of continuous travel abroad, during the period of validity of the insurance policy, is 60 consecutive days.

### A.5. DEFINITIONS

#### LOSS

Any loss or damage sustained by the baggage during the voyage or flight.

#### BAGGAGE

Suitcases, bags and personal effects contained therein, which the Insured takes with him while travelling.

#### THEFT

Taking possession of another person's property in order to make a profit for himself or for others.

#### COVER

Insurance, which does not fall within the field of assistance insurance, for which, in the event of a claim, Europ Assistance shall reimburse the loss sustained by the Insured.

#### INJURY

Loss due to a fortuitous, violent and external cause, giving rise to bodily injury that can be objectively verified, resulting in death, permanent disability or temporary disability.

#### HEALTH CARE INSTITUTION

The public hospital, clinic or nursing home, either linked to the National Health Service or private, which is properly authorised to take care of the sick, excluding health spas and convalescent and rest homes, however.

#### ILLNESS

Any negative change in the state of health not dependent upon injury.

#### UNFORESEEN ILLNESS

An illness that appears suddenly, of which the Insured was not previously aware, and which, in any case, is not even an unforeseen manifestation of a previous illness known by the Insured.

#### EXISTING ILLNESS

An illness that is the outcome or the direct consequence of any chronic or pre-existing pathological situations on commencement of cover.

#### LIMIT

The maximum amount, laid down in the insurance policy, up to which Europ Assistance undertakes to provide cover and/or the specified service.

#### SERVICE

Assistance to be provided in kind, for the Insured when needed, by Europ Assistance, through the Operating Centre.

#### ROBBERY

Taking possession of another person's property by violence or threatened violence to the person, to obtain an unfair profit for himself or for others.

#### HOSPITALISATION

Staying in a health institution for at least one night.

#### BAG-SNATCHING

Taking possession of another person's property with trickery or by pulling it from the hand or the body of the person, to obtain an unfair profit for himself or for others

#### CLAIM

The individual fact or event occurring during the period of validity of the insurance policy giving rise to the request for assistance by the Insured.

#### EXCESS

The portion of the amount of the loss or damage, expressed as a percentage, which must remain for the Insured's account, with a minimum expressed as an absolute value.

#### TRIP

- In the case of trips by plane, train, coach or ship this is considered to be from the point of departure (airport, railway station etc. for the package holiday) up to the end of the trip, as this has been organised by the Policyholder.

In the case of trips by car, or any other means of transport not specified in the previous point, trips more than 50 kilometres from the place of residence in Italy and/or in Europe.

### A.6. TERRITORIAL LIMITS

The Country or Group of Countries within which the travel takes place, properly notified to Europ Assistance, and where the Insured has sustained the loss giving rise to the right to obtain the service/cover. These may be:

- Italy.
- Europe and the Countries of the Mediterranean Basin.
- Worldwide.

### A.7. RESTRICTIONS AND LEGAL EFFECTS RELATING TO ALL THE SERVICES

- VIAGGI TOUR OPERATOR services are only supplied once, for each type of service, for the duration of the trip. The insurance cover for Medical Expenses Reimbursement Insurance and Baggage and Personal Effects Insurance may be applied for more than once, during the trip, but the total amount of indemnity paid may not exceed the limits indicated.
- The Insured releases those doctors who have examined or treated him after or even before the loss from professional secrecy with regard to the losses forming the subject of this insurance, in respect of Europ Assistance and/or any magistrates investigating the claim.

Without prejudice to the exclusions relating to the individual services and/or cover, the following general conditions also apply:

The services and/or cover shall not be provided for the following:

- Nervous, mental, neuro-psychiatric and psychosomatic illnesses, illnesses dependent on pregnancy, beyond the 26<sup>th</sup> week of pregnancy, and on the puerperium.
- Illnesses that are the outcome or the direct consequence of any chronic or pre-existing pathological situations at the start of the trip.
- Illnesses and injuries resulting and deriving from alcohol or psycho-pharmaceutical abuse, as well as the non-therapeutic use of narcotics and hallucinogens.
- Automobile, motorcycle or motorboat competitions and the relative trials and training operations.
- War, earthquake, atmospheric conditions resulting in natural disaster, phenomena relating to the transmutation of the atomic nucleus and radiation caused by the artificial acceleration of atomic particles.
- Strike, revolution, riot or popular uprising, looting and acts of terrorism and vandalism.
- Fraud on the part of the Insured, including suicide or attempted suicide.
- Aviation sports in general, flying and use of hang gliders and any other types of ultra-light aircraft, paragliders and the like, ski or water-ski jumping, kite surfing, acts of recklessness, injuries

sustained as a consequence of sporting activities on a professional but not an amateur basis, including competitions, trials and training sessions.

- The services are not provided in those Countries in a declared or de facto state of warfare.
- Europ Assistance does not accept any liability for any damages caused by the Authorities of the Country in which assistance is provided or that are a consequence of any other fortuitous or unforeseeable circumstance.
- If the Insured does not take advantage of one or more of the services and/or cover provided, Europ Assistance is not bound to provide any indemnities or supply any alternative services, of any type by way of compensation.
- In the event of any request for information, complaint or dispute, the Insured should contact Europ Assistance directly, while it remains understood that MSC is exempt from any liability for the services relating to the insurance.
- With regard to everything not specifically provided for herein, the legal provisions shall apply.
- Indemnities and reimbursements shall be paid in Euros. In the event of costs borne in non-EU Countries, or in EU countries that have not adopted the Euro as their currency, reimbursement shall be calculated using the exchange rate published by the European Central Bank on the day on which the Insured sustained the expenses.

### A.8. CONTRACTING PARTIES

The guarantees provided in this policy are issued by Europ Assistance Insurance (Switzerland) 16 Chemin Des Coquelicots, 1214, Vernier combined in the product known as VIAGGI TOUR OPERATOR. Europ Assistance Italy S.P.A. Piazza Trento n.8, 20135 Milan has signed a service agreement with the Insurer and provides the services.

The Policyholder is MSC CROCIERE SA, 40, Evenue Eugene Pittard 1206 Geneva, Switzerland - VAT 653527 which subscribes insurance and assume their tax burden.

### A.9. CONFIDENTIALITY CLAUSE

#### Information for the Insured / Customer

His personal data, including any sensitive data ("Data"), shall be handled by Europ Assistance according to the provisions of the law, with the aid of paper, electronic and/or automated resources, for the following purposes: a) management and execution of the contractual obligations as well as the settlement of claims; b) fulfillment of obligations laid down by law, regulations or Community provisions and/or orders of public bodies; c) any information and sales promotion of the services of the Europ Assistance Group and indication of the degree of satisfaction of the quality of the services;

- the handling of Data is: a) necessary for the management and execution of the contractual obligations and for the settlement of claims, b) compulsory by law, regulations or Community provisions and/or orders of public bodies, c) optional for the performance of the activities specified in point [c];
- Data may be notified to specific persons such as independent holders, appointed by Europ Assistance to supply services instrumental or necessary for the execution for the contractual obligations, such as, by way of example, persons in charge of the management of files and processing of data, credit institutions, experts or forensic doctors; as well as all the other persons requiring notification thereof to achieve the objects specified in point 1.[b]; and to persons providing assistance, subsidiary and associated companies of Europ Assistance.

## A.10. TRANSFER

The Insured undertakes to assign all rights to Europ Assistance, which he may assert vis-à-vis third parties up to the amount of the benefits provided.

If the Policyholder were to receive similar benefits, even if only by way of compensation, under contracts arranged with another insurance company, he must inform each insurance company and specifically Europ Assistance Italia S.p.A. of a claim, within 3 days, on pain of forfeiture.

If another company has been contacted, the benefits contained in this document shall apply, within the specified limits and conditions, solely as a reimbursement to the Policyholder of any eventual higher costs charged to him by the insurance company that has provided the service.

## A.11. TIME LIMIT

Any debts deriving from this contract shall be time-barred at two years as from the event on which the obligation is based.

## A.12. JURISDICTION

With regard to any claims or disputes deriving from this contract, the Swiss Court of the domicile of Europ Assistance in Geneva shall have competence.

In international relations, competence shall be governed by the Federal Law on private international law and by the Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters (Lugano Convention).

## A.13. ADDITIONAL LEGAL PROVISIONS

The provisions of the Federal Law on the contract of insurance (LCI) and of the Code of obligations (CO) also apply.

# BENEFITS PROVIDED

## B. ASSISTANCE - INSURANCE

### B.1. MEDICAL CONSULTATIONS

If the Insured needs to assess his state of health, he may contact the doctors of the Operating Centre and ask for a telephone consultation.

### B.2. MEDICAL SPECIALIST ABROAD

If, after a Medical Consultation (see Benefit B1 above), the need arises for the Insured to undergo a specialist medical examination, the Operating Centre will indicate a medical specialist in the area nearest the event sustained by the Insured, dependent upon local availability.

### B.3. RETURN FOR MEDICAL REASONS

If, following an injury or an unforeseen illness, in the opinion of doctors of the Operating Centre, and on agreement with the local doctor, the Insured needs to be taken to a suitably equipped Health Institution, in the Country of Residence of the Policyholder, or to his own home, the Operating Centre shall organise the return with the means of transport and in the times considered most suitable by the doctors of the Operating Centre, after consulting the doctor providing treatment on the spot.

These means of transport may include:

- Air ambulance.
- Commercial flight, in economy class, with room for a stretcher, if necessary.
- Train, in first class, and, if necessary, in a sleeping car.
- Ambulance, for an unlimited distance.

The Operating Centre shall only use an air ambulance when the incident takes place in Europe or countries of the Mediterranean Basin.

The transport shall be fully organised by the Operating Centre and shall include accompanying doctors and/or nurses, whenever the doctors of the Operating Centre consider it necessary.

Europ Assistance shall be entitled to request the unused travel ticket for the Insured's return.

If the Insured needs to be taken to premises equipped for first aid or a health institution or to a suitable health institution to treat the pathology, the Operating Centre shall organise transport to the nearest suitable health centre, with the means and in the time considered most suitable by the doctors of the Operating Center, after consulting the local doctor.

Europ Assistance will cover the relevant costs up to a maximum of € 7,500.00.

In case of the death of the Insured, the Operating Centre will organise and transport the body to the place of burial in the country of residence.

Europ Assistance will cover the costs of transportation of the body, up to a maximum of € 5,000.00 per Insured. Should the cost exceed the maximum amount allowed, Europ Assistance will pay the excess amount, after receiving adequate guarantees.

#### The following are excluded from the service:

- Illness or injuries which, in the opinion of the doctors of the Operating Centre, can be attended to on the spot, or do not prevent the Insured from continuing the trip.
- Infectious diseases, in cases in which transportation would involve the infringement of national or international health regulations.
- Funeral expenses and the costs of searching for persons and/or possible recovery of the body.
- All cases in which the Insured or relatives thereof voluntarily waive health care, against the opinion of the medical staff of the structure in which the Insured is hospitalised.

### B.4. ACCOMPANYING INSURED FAMILY MEMBER

If the doctors of the Operating Centre do not consider it necessary for the Insured to be provided with medical assistance during the return journey (see service B3 above), and an insured family member wishes to accompany the Insured to the place of hospitalisation or home, the Operating Centre shall also organise the return journey of the family member with the same means of transport as that used for the Insured. Europ Assistance shall have the right to ask the insured family Member to hand over any unused ticket for the return journey.

#### The following are excluded from cover:

- The family member's accommodation expenses.

### B.5. REPATRIATION OF OTHER INSURED

If, after arranging the Return Journey for Health Reasons (see service B4 above), the insured persons travelling with the Insured are not actually able to return home with the means of transport initially planned and/or used, the Operating Centre shall provide them with a first class rail ticket or an economy class plane ticket. Europ Assistance shall have the right to ask them to hand over any unused tickets, for the return journey.

Europ Assistance shall bear the cost of the tickets up to a maximum amount of € 200.00 per insured person.

#### **B.6. TRAVEL OF A FAMILY MEMBER**

If the Insured is hospitalised in a Health Care Institution for a period exceeding 7 days, the Operating Centre shall provide a first class return rail ticket or an economy class return plane ticket, to enable a family member living with the hospitalised Insured to join him, at the expense of Europ Assistance.

**The following are excluded from cover:**

- The family member's accommodation expenses.

#### **B.7. REPATRIATION OF MINORS**

If, following an injury, illness or cause of force majeure, the Insured is unable to take care of insured persons under 15 years of age travelling with him, the Operating Centre shall provide a first class return rail ticket or an economy class return plane ticket to enable a family member to join the minors and take them back home, at the expense of Europ Assistance.

**The following are excluded from cover:**

- The accompanying family member's accommodation expenses.

#### **B.8. RETURN JOURNEY OF THE CONVALESCING INSURED**

If, due to hospitalisation in a Health Care Institution, the Insured is unable to return home with the means of transport initially planned, the Operating Centre shall provide a first class rail ticket or an economy class plane ticket for his return journey, at the expense of Europ Assistance.

#### **B.9. EXTENSION OF THE STAY**

If the health conditions of the Insured Party, confirmed by an official written medical certificate, do not allow them to return home on the date planned, the Operating Centre shall arrange any hotel booking.

Europ Assistance shall bear the hotel expenses (room and breakfast) up to a maximum of three days after the planned return date, up to an overall maximum amount of € 40.00 per day per Insured ill or injured.

**The following are excluded:**

- Any hotel expenses other than room and breakfast.

#### **B.10. CORRESPONDING MEDICINES ABROAD**

If, when abroad, the Insured requires information on proprietary medicinal products duly registered in Italy, the Operating Centre shall inform him of any corresponding medicines available in that location.

#### **B.11. NEED FOR AN INTERPRETER ABROAD**

If, when abroad, the Policyholder is hospitalised in a Health Care Institution and finds it difficult to communicate with the doctors because he is not familiar with the local language, the Operating Centre shall send an interpreter to assist.

**Limit:**

Europ Assistance shall bear the costs of the interpreter up to a maximum of 8 working hours.

#### **B.12. ADVANCE PAYMENT FOR NECESSITIES**

If the Insured has to bear unforeseen expenses and is unable to do so directly and immediately, due to injury, illness, theft, robbery, bag-snatching or non-delivery of baggage, the Operating Centre

shall pay, in the form of an advance on behalf of the Insured Party, invoices up to an overall maximum amount of €5,000.00. If the amount of the invoices exceeds the sum of € 150.00 overall, the advance shall be paid when Europ Assistance receives adequate guarantees.

**The following are excluded:**

- Any transfers of money abroad, involving an infringement of the regulations currently in force.
- Cases in which the Insured Party is unable to provide Europ Assistance with adequate guarantees of repayment.
- Countries in which there are no Branches or Correspondents of Europ Assistance.

**Insured's Obligations:**

The Insured must indicate the cause of the request, the amount necessary, his address and details of references that will enable Europ Assistance to check the terms relative to the guarantee of repayment of the amount advanced. The Insured Party must reimburse the amount advanced within one month of the date of the advance itself, on pain of payment of interest at the current rate, as well as the amount advanced,.

#### **B.13. EARLY RETURN**

If, when travelling, the Insured has to return home, before the planned date and with a means of transport other than the one initially planned, owing to the death, as evidenced by the death certificate issued by the Registry Office, or hospitalisation, with an imminent threat to life, of one of the following family members: spouse/live-in partner, child, brother, sister, parent, father-in-law, mother-in-law, son-in-law or daughter-in-law, the Operating Centre shall provide a first class rail ticket or an economy class plane ticket for his return journey, at Europ Assistance's expense, for him to travel to the place of burial or hospitalisation.

If the Insured is travelling with a minor, provided the latter is insured, the Operating Centre shall arrange for both to return. If the Insured is unable to use his own vehicle to return home early, the Operating Centre shall provide a return ticket in order to recover the vehicle afterwards.

**The following are excluded:**

Cases in which the Insured is unable to provide the Operating Centre with adequate information on the reasons giving rise to the request for an early return.

**Insured's Obligations:**

The Insured must send the original documentation proving the cause of the early return within 15 days of the loss.

#### **B.14. ADVANCE OF BAIL ABROAD**

If the Policyholder is arrested or threatened with arrest and is therefore required to hand over bail to the foreign authorities in order to be released and is unable to do so directly and immediately, the Operating Centre shall pay the bail in the required place, as an advance on behalf of the Insured Party.

Europ Assistance shall pay bail up to a maximum amount of € 5,000.00. The amount of the bail paid by Europ Assistance as an advance may not, under any circumstances, exceed €5,000.00. The benefit shall apply from the time Europ Assistance receives the relative guarantees.

**The following are excluded:**

- Any transfers of money abroad giving rise to infringement of the regulations currently in force.
- Cases in which the Insured is unable to provide Europ Assistance's Operating Centre with adequate guarantees of repayment.
- Countries in which there are no Branches or Correspondents of Europ Assistance.

### Insured's Obligations:

The Insured must indicate the reason for the request, the amount necessary, his address and details of the references that will enable Europ Assistance to check the terms of the guarantee of repayment of the amount advanced. The Insured must reimburse the amount advanced within one month of the date of the advance itself, on pain of payment of interest at the current legal rate, as well as the amount advanced.

## C. INSURANCE FOR REIMBURSEMENT OF MEDICAL EXPENSES

If, following an unforeseen illness or injury, the Insured has to sustain medical, pharmaceutical or hospital expenses for health care or for urgent surgery which cannot be delayed, received while travelling during the period of validity of the guarantee, Europ Assistance shall reimburse them based on the limit laid down in the policy.

Only in the case of injury shall the guarantee include the additional costs of treatment received after the return home, as long as such treatment is provided within 45 days of the injury.

### C.1. LIMIT

For medical and pharmaceutical expenses, Europ Assistance shall bear the costs as a reimbursement, whereas in the event of hospitalisation in a Health Care Institution or in a place equipped as a First Aid Station, Europ Assistance shall bear the costs with direct payment on site by the Operating Centre, up to a sum of € 30,000.00 per Insured for the duration/destination of the trip. Reimbursements shall be made with a fixed and absolute deductible per claim and per Insured, of € 35.00.

#### The following shall be included within the limits:

- The fees for the stay in a Health Care Institution, prescribed by a doctor, up to € 200.00 per day per Insured.
- Costs of urgent dental care, only following an injury, up to € 100.00 per Insured.
- Costs of repair of prostheses, only following an injury, up to € 100.00 per Insured.

### C.2. EXCLUSIONS

- All the expenses borne by the Insured if he fails to inform Europ Assistance directly or via third parties, of the hospitalisation or provision of First Aid.
- Costs of treating or removing physical defects or congenital deformities, beauty treatments, nursing, physiotherapy, spa and slimming care and dental care, except for those specified above following an injury.
- Costs of purchase and repair of glasses and contact lenses, Costs of orthopaedic apparatus and/or prostheses, except for those specified above following an injury.
- Checkups for situations resulting from illnesses commencing while traveling.

### C.3. INSURED'S OBLIGATIONS

In the event of a loss, the Insured must send a written declaration, within sixty days of the occurrence of the loss at the latest, addressed to: Europ Assistance Italia S.p.A. - Piazza Trento, 8 - 20135 Milano, indicating the competent Office (Ufficio Liquidazione Sinistri - Rimborso Spese Mediche MSC) on the envelope and providing:

- First name, surname, address and telephone number.
- The number of the passenger list preceded by the prefix MSCM.

- First Aid certificate drawn up in the place of the loss, stating the pathology suffered or the medical diagnosis certifying the type and kind of injury sustained.
- In the event of hospitalisation, a certified true copy of the clinical file.
- The originals or certified true copies of the receipts for expenses borne;
- Medical prescription for any purchase of medicines with the original receipts for the medicines purchased.

### C.4. CLAIMS SETTLEMENT CRITERIA

Once the Ufficio Liquidazione Sinistri (claims settlement office) of Europ Assistance has received and assessed the documentation, it will settle the loss and make the relevant payment, net of the deductibles laid down.

## D. BAGGAGE AND PERSONNEL EFFECTS INSURANCE

If the Insured sustains direct material loss or damage due to theft, theft with break-in, robbery, bag-snatching, loss or disappearance of or damage to his baggage and/or personal effects, including clothes worn, which he had at the start of the trip, Europ Assistance shall provide compensation, based on the value thereof, up to the limit laid down in the insurance policy.

For trips by plane, train, coach or ship, cover shall apply: from the point of departure (port, airport, railway station etc. of the organised trip) to the end of the trip as organised by the Policyholder.

### D.1. LIMIT

Cover shall be provided with territorial limits and up to a sum of € 2,500.00 per Insured for the duration of the trip. Without prejudice to the limits indicated above, the maximum indemnity for each object, including bags, cases and backpacks, may not exceed € 150.00.

Photographic, filming and optical accessories (still camera, video camera, binoculars, flash, lenses, batteries, bags etc.) are considered to be a single object.

In the event of theft, robbery, bag-snatching or disappearance of an Identity Card, Passport and Driving Licence, in addition to the limit, the costs incurred for the re-issue of these documents, certified by supporting documents, shall be reimbursed, up to a maximum overall amount of € 50.00.

### D.2. EXCESS

Loss or damage caused to photographic, filming, optical apparatus and photosensitive material, radios, televisions, recorders any other electronic apparatus, musical instruments, weapons for personal defence and/or hunting, underwater equipment, spectacles or sun glasses shall be covered overall for up to 50% of the sum insured.

**Loss or damage caused to the following shall be covered overall for up to 30% of the sum insured:**

- Cosmetics, medicines, and health care articles.
- Jewellery, precious stones, pearls, watches, objects in gold, silver and platinum, furs and other precious objects. Cover shall only apply if the goods are worn or placed in the care of a hotel and/or on board a ship and only in the event of theft and/or robbery.

**Furthermore the sum provided shall be reduced by 50% for loss or damage arising from the following:**

- Forgetfulness, negligence or misplacement by the Insured;
- Theft by breaking into baggage inside a vehicle that is properly locked, not visible from outside.
- Theft of the vehicle itself.

- Theft of objects from a tent as long as it is in a properly equipped and authorised camping site.

### D.3. EXCLUSIONS

- Declarations not presented in the place and on the date on which the event took place.
- Money, cheques, postage stamps, tickets and travel documents, souvenirs, coins, works of art, collections, samples, catalogues, merchandise, crash helmets, professional equipment and documents other than Identity Cards, Passports and Driving Licences.
- All losses occurring during trips on motorcycles, of any cylinder capacity.
- Loss or damage arising from malicious acts or gross negligence of the Insured and any caused to sports equipment during its use.
- Goods other than clothing, such as, for example, watches, spectacles and sunglasses, which have been handed over, together with clothing, to transport companies, including airlines.
- Theft of baggage placed in an unlocked or improperly locked vehicle.
- Theft of baggage, which is visible from outside the vehicle.
- Theft of baggage contained in a vehicle that has not been parked in a garage under surveillance between 8 p.m. and 7 a.m.
- Fixed and service accessories of the vehicle itself, including car radio or removable player.

### D.4. INSURED'S OBLIGATIONS

In the event of a loss, the Insured must send a written declaration, within sixty days of the occurrence of the loss at the latest, addressed to: Europ Assistance Italia S.p.A. - Piazza Trento, 8 - 20135 Milano, indicating the competent Office (Ufficio Liquidazione Sinistri - Rimborso Spese Mediche MSC) on the envelope and providing, within sixty days of the loss:

- First name, surname, address and telephone number.
- Number of the passenger list preceded by the prefix MSCM.
- Copy of the travel tickets or details of the accommodation.
- An authenticated copy of the declaration with the stamp of Police Authority of the place where the loss occurred.
- Circumstances of the occurrence.
- List of objects missing or stolen, their value and the purchase date.
- Names of the Insureds sustaining the loss.
- Copy of the letter of complaint submitted to any person responsible for the loss.
- Documents supporting the costs of reissuing documents, if borne.
- Invoices, till receipts or other receipts providing evidence of the value of the damaged or stolen goods and of their purchase date.
- Repair invoice or declaration that the damaged or stolen goods are beyond repair, on the headed notepaper of an agent or specialist in the sector.

In the event of non-delivery of and/or damage to the whole of the baggage, or part of it, handed over to the carrier, the following must be enclosed with the request for reimbursement:

- In the event of the liability of an airline:
  - A copy of the Baggage Irregularity Report (PIR), drawn up immediately at the airport office dealing specifically with baggage claims.
  - Copy of the complaint letter sent to the airline with the request for reimbursement and the letter of reply from the airline itself, indicating any amount settled.

- If the loss occurs during the voyage and/or while loading/unloading the baggage:
  - Declaration of the damage/loss thereof drawn up by the ship personnel.

Only in this latter case (liability of the shipping company) shall Europ Assistance send the request to the shipping company itself, which shall deal with the situation.

### D.5. CLAIMS SETTLEMENT

The loss shall be settled, in addition to the amount reimbursed by the airline or hotelier liable, up to the value of the sum insured, based on the market value of the insured property at the time of the loss, according to the documentation supplied to Europ Assistance.

In the event of objects purchased not more than three months before the occurrence of the loss, reimbursement shall be made based on purchase price, if proven by the relative documentation. In the event of breakage, the repair cost shall be reimbursed on presentation of the relative invoice.

Under no circumstances shall so-called sentimental value be taken into account.

## E. EXPENSES FOR LATE DELIVERY OF BAGGAGE

If, owing to delivery of the baggage more than 12 hours after the duly confirmed scheduled flights, the Insured has to bear unforeseen expenses for the purchase of toiletries and/or clothing required. Europ Assistance shall ensure the reimbursement thereof.

### E.1. LIMIT

Reimbursement shall be made, up to a maximum sum of € 100.00 per claim and for the duration of the trip.

### E.2. EXCLUSIONS

- Late delivery of the baggage at the airport of the city of residence of the Insured.
- All the expenses borne by the Insured after receiving the baggage.

### E.3. INSURED'S OBLIGATIONS

In the event of a loss, the Insured must send a written declaration, within sixty days of the occurrence of the loss at the latest, addressed to: Europ Assistance Italia S.p.A. - Piazza Trento, 8 - 20135 Milano, indicating the competent Office (Ufficio Liquidazione Sinistri - Rimborso Spese Mediche MSC) on the envelope and providing:

- First name, surname, address and telephone number.
- Number of the passenger list preceded by the prefix MSCM.
- A declaration from the airport management company, or from the airline certifying delivery of the baggage more than 12 hours' late and the time of actual delivery.
- Invoices, till receipts or other receipts providing evidence of the value of the goods purchased.
- Copy of the complaint letter sent to the airline with the request for compensation and the letter of reply from the airline itself.

## F. REIMBURSEMENT OF INTERRUPTED HOLIDAYS

If the Insured Party has to interrupt the insured trip solely as a result of the following:

- Organisation and supply by Europ Assistance of the "Return for Health Reasons" service based on the contractual conditions;
- Organisation and supply by Europ Assistance of the "Early Return" service based on the contractual conditions;
- Diversion of the plane on which the Insured Party is travelling as a result of highjacking;  
Europ Assistance shall reimburse the part of the trip not used, as specified in the paragraph "Claims settlement criteria".

#### **F.1. LIMIT**

The unused part of the trip shall be reimbursed up to a limit equal to the purchase price of the trip.

However, said limit may never exceed € 5,000.00 per Insured. In the event of the interruption of a number of Insureds booked on the trip together and at the same time, the reimbursement shall be paid up to an amount equal to the sum of the insured limits per Insured, but with an overall limit of € 15,000.00 per claim.

#### **F.2. EXCLUSIONS**

Interruptions of the trip caused by the following:

- Return for Health Reasons of persons over 80 years of age.
- Illnesses already existing at the time of inception of cover.
- Pregnancy or pathological situations resulting there from.
- Nervous or mental illnesses.
- Illnesses or injuries for which the trip constitutes treatment.

#### **F.3. INSURED'S OBLIGATIONS**

Following the interruption of the trip, within sixty days of returning home, the Insured must send a written declaration addressed to: Europ Assistance Italia S.p.A. - Piazza Trento, 8 - 20135 Milano indicating the competent Office (Ufficio Liquidazione Sinistri - Rifacimento Viaggio) on the envelope and containing the following details:

- First name, surname, address and telephone number.
- Number of the passenger list preceded by the prefix MSCM.
- Cause of cancellation.
- Travel program.
- Date of the return home.
- The certificate of payment for the trip.
- Statement of account showing confirmation of the trip booking issued by the Travel Organisation/Agency.

#### **F.4. CLAIMS SETTLEMENT CRITERIA**

Europ Assistance shall calculate the daily value of the trip by dividing the total value declared in the policy by the number of days initially planned, and shall pay the remaining days not used by the Insured.

The day of the interruption of the trip and that of the return journey planned at the beginning of the trip are considered to be a single day.