



TERMS OF INSURANCE
POLICY NUMBER 6003000438/G



GLOSSARY

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

Abroad: any country other than Italy as defined hereinafter;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fire: any combustion with flames;

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

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

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

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

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

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

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

Insurance: the insurance policy;

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

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

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

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

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

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

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

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

Policy: any document certifying the insurance;

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

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

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

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

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

Schengen Countries: every Nation in which Schengen dispositions are fully applied

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

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

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

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

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

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

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

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

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

World: any country of the world;

FILODIRETTO TOUR INSURANCE CONDITIONS

FILODIRETTO TOUR Terms of Insurance Mod. 6001 (ED. 2018-01) Last Update 01/01/2018

SECTION 1 – MEDICAL EXPENSES

ARTICLE 1.1 - PURPOSE OF THE INSURANCE

Within the limits per Insured person of € 30.000,00 in Italy and in Schengen Countries, the Company will indemnify verified and documented medical



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expenses incurred by the Insured person during the trip due to illness or injury to urgent or cannot be postponed surgical operation or care, resulting from injury or illness arisen during the period of guarantee.

The guarantee includes:

- Any expense for hospital stays;
- Any expense for surgical operations and doctor's fees due to an illness or accident;
- Any expense for outpatient medical examinations, diagnostic and clinical tests (provided that they refer to the illness or accident reported);
- Any expense for the medicines prescribed by the local doctor (provided that they refer to the illness or accident reported);
- Any expense for urgent dental care, due to the accident, up to € 200.00 per insured party;

In case of hospitalization due to an accident or illness subject to indemnity pursuant to the policy, the Alarm Center, upon the request of the insured party, will proceed with direct payment of medical expenses.

Nevertheless, the Insured party will be charged, and will proceed with direct payment on site, of any amount exceeding the limits of liability provided in the policy and any relevant deductible.

For amounts exceeding € 1,000.00, prior authorization by the Alarm Center is required.

Any medical expense incurred in Italy due to exclusively the accidents that occur during travel will be reimbursed up to € 500.00, provided that they are incurred within 60 days from the date of return.

ARTICLE 1.2 – DEDUCTIBLE AND FIXED EXCESS

To each accident a fixed deductible of € 50.00 will be applied; this deductible will be charged to the Insured party.

To each accident with amounts exceeding € 1,000.00 in case of non-authorization by the Alarm Center, a fixed excess corresponding to 25% of the amount to be reimbursed will be applied (the minimum amount applicable amounts to € 50.00).

It is understood that no indemnity will be due for amounts exceeding € 1,000.00 if the insured party cannot demonstrate the effective payment of the medical expenses by bank transfer or credit card.

ARTICLE 1.3 – SPECIAL EXCLUSIONS AND LIMITS APPLICABLE TO GUARANTEES FOR MEDICAL EXPENSES

In addition to the exclusions under the Provisions applicable to the guarantees, any expense for dental, physiotherapeutic, nursing, spa, weight-loss treatment and for the elimination of congenital physical defects are excluded, as well as any expense for eye-glasses, contact lenses, prosthesis and therapeutic devices, beauty operations or applications. The insurance does not cover voluntary abortions, nor treatments or therapies or for fertility and/or sterility and/or impotence.

SECTION 2 – ASSISTANCE TO THE PERSON

Service activities reported in the guarantee for Assistance to the person are offered free of charge.

ARTICLE 2.1 - PURPOSE OF THE INSURANCE

If the Insured party runs into difficulties due to the occurrence of illness, accidents or fortuitous events, the Company will foresee to immediately making the services granted by the insurance available to the Insured party, within the terms provided in the policy and through the staff and equipment of the Alarm Center. The support provided may consist of cash or kind.

ARTICLE 2.2 - MEDICAL CONSULTATION RENDERED BY PHONE

If, due to illness or an accident, the health conditions of the Insured party need to be ascertained, the Company will make the medical service of the Alarm Center available to the Insured party for medical contacts aiming at the handling of the first medical emergency.

ARTICLE 2.6 - ORGANIZED MEDICAL TRANSPORT

Following any illness or accident suffered by the Insured party that causes infirmity or injuries that may not be treated on site or that prevent continuation of the travel and/or of the stay, the medical service of the Alarm Center, after consulting the local doctor and if necessary/possible the general practitioner of the Insured party, will arrange – upon delivery to the Company of medical records released on-site stating the nature of the disease – medical transport/return of the Insured party. According to the seriousness of the health conditions, the Insured party will be transferred to the most suitable medical center or transferred to his/her residence.

The medical service of the Alarm Center will decide how to arrange the medical transport; the following means may be used:

- air ambulance – commercial flight – sleeping car – 1st class berth - ambulance – other means deemed suitable.

According to the health conditions, the transport may be accompanied by doctors and/or paramedics of the Alarm Center.

The return from non-European countries (such as any country outside Continental Europe, including overseas possessions, territories and districts), except Mediterranean countries, will be carried out using exclusively commercial flights. No medical service will be rendered if the Insured party or his/her family members decide to sign for voluntary

discharge from the hospital despite the adverse advice of the medical staff of the facility where the insured party is admitted.

ARTICLE 2.7 - RETURN OF FAMILY MEMBERS OR TRAVEL COMPANION

In case of medical transport of the Insured party, of the corpse, or return of the convalescent, the Alarm Center will make arrangements, and the company will incur the costs, for the return of family members only if they are insured (flight in economy class or by train in 1st class) or one travel companion. The service will be rendered solely if the Insured party cannot use his/her own tickets.

ARTICLE 2.8 - TRANSPORT OF THE CORPSE

In case of death of the Insured party during travel and/or a stay, the Alarm Center will arrange transport of the corpse, carry out any formality required and pay any expense that is required and essential (after-death treatment, documents for the transport of the coffin), up to the place of burial in the country of residence of the insured party. The guarantee does not include the expenses for research, funeral, burial and possible recovery of the corpse.

ARTICLE 2.9 - TRAVEL OF A FAMILY MEMBER IN CASE OF HOSPITALIZATION

In case of hospitalized for more than 5 days of the Insured party, the Alarm Center will arrange, and the Company will pay, for travel (round-trip flight ticket in economy class or 1st class train ticket) as well as accommodation expenses up to a daily limit of € 100.00 and for a maximum of 10 days for one family member.

The service will be rendered solely if no adult family member is already present on site.

ARTICLE 2.21 – SPECIAL EXCLUSIONS AND LIMITS APPLICABLE TO GUARANTEES FOR ASSISTANCE TO THE PERSON

In addition to the exclusions under the Provisions applicable to all guarantees, the Company will not cover the expenses incurred by the insured party without prior authorization from the Alarm Center.

Should one or more services not be rendered to the Insured party, the company will not indemnify the insured party for the non-rendered services, nor will it supply any alternative services by way of compensation.

The company will not pay any reimbursement or indemnify in place of services when the services were provided by other insurance companies or institutions when they have not been previously requested through the Alarm Center or arranged by it. The reimbursement will be paid (up to the limits provided in this policy) if the Alarm Center, after having been contacted, has duly authorized the insured party to arrange the services of assistance on his/her own; in this case, the original documents supporting the expenses incurred by the insured party for the services rendered will be sent to the alarm center.

Any infectious disease, should the intervention of assistance be prevented by international health provisions, excluded.

ARTICLE 2.22 - RESPONSIBILITY

The Company will not be responsible for any delay or obstacle that may arise while rendering the services of assistance in case of events already excluded pursuant to the General and Special Conditions due to:

- any order issued by local authorities preventing the rendering of these services;
- any fortuitous or unexpected event;
- any cause of *force majeure*

ARTICLE 2.23 - TICKET RETURN

The Insured party will return non-used tickets to the company once the services have been rendered.

PROVISIONS APPLICABLE TO ALL GUARANTEES

ARTICLE 1 – EXCLUSIONS AND LIMITS APPLICABLE TO ALL GUARANTEES

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

- wars, revolutions, riots, popular demonstrations, pillages, acts of terrorism or vandalism, strikes;
- earthquakes, flooding and other adverse weather conditions declared natural calamity, events occurred in connection with energetic adjustments or transformation of atoms, both natural and induced artificially. This exclusion does not apply to single cases, such as when weather hazards and social emergencies are not officially defined as such;
- fraud committed by the contracting or Insured party;
- travels against medical advice or, anyway, during a serious illness or for the purpose of undergoing medical/surgical operations;
- illness due to chronic or pre-existing diseases that the insured party was already aware of when he subscribed the policy. Relapses of pre-existing diseases, that were not predictable upon the reservation of touristic services or of the journey, are included;
- illness that may be connected with pregnancy complications beyond the 24th week;
- voluntary abortion, organ explants and/or transplants;
- non-therapeutic use of medicines or drugs, alcohol or drugs addiction, HIV-related diseases, AIDS, mental diseases and cerebral organic syndromes;
- sports activities, such as: mountain climbing including climbs exceeding the third degree, free climbing, ski-jumping and water ski-jumping,



freestyle or extreme skiing, off-run skiing, bobsleighbing, river canoeing exceeding the third degree, rafting, kite-surfing, hydrospeed, bungee jumping, parachuting, hang-gliding, air sports, boxing, wrestling, football, rugby, ice hockey, scuba diving, weightlifting. The following sports are included, provided that they are performed solely for leisure purposes: scuba diving, off-run skiing if authorized by relevant authorities, bobsleighbing, rafting and kite-surfing

- acts of imprudence;
- professional training for sports; participation in sports competitions, including trainings and trials supported by sports associations; competitions connected with leisure and/or games are included and considered as insured;
- racing with cars, motorcycles, motor-boats including water scooters, bobsleighs and relevant trainings and trials, unless connected with leisure;
- infectious diseases if the intervention of assistance is prohibited by national or international health provisions;
- activities implying any direct use of explosives or firearms.

Guarantees are not provided in those Countries that are in belligerency state, declared or in fact, among which are considered those outlined at the website <http://watch.exclusive-analysis.com/jccwatchlist.html> that at the moment of policy issuing got a grade of risk of "4.0" or more. Moreover are considered in state of declared or concrete belligerence those countries of which their condition of belligerence has been made public.

ARTICLE 2 - EXCLUSION OF ALTERNATIVE COMPENSATION

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

ARTICLE 3 - EFFECTIVENESS, APPLICABILITY AND DURATION OF GUARANTEES

Guarantees shall be effective from the arrival of the insurance party in Italy or other Schengen Country and shall cease at h 24:00 of the last day of the trip communicated; in any case they end at the 365th day from trip commencement date.

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

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

Article 5 - TERRITORIAL EXTENSION

The insurance is valid in Italy and other Schengen Countries only.

ARTICLE 6 - DAMAGE PAYMENT CRITERIA

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

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

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

ARTICLE 7 - CONTROVERSY

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

ARTICLE 8 - APPLICABLE LAW AND JURISDICTION

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

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

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

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

ARTICLE 10 - OBLIGATIONS OF THE CONTRACTING PARTY

The Contracting party commit itself to:

- insure with this policy all the customers that will buy a travel organized by themselves;

- deliver at all Insured parties, in print and before the signing of the agreement, the Terms of Insurance relating to this policy and its glossary;

- publish in catalogs the synthesis of the insurance coverage provided by this policy.

ARTICLE 11 - CLAUSE OF AGGREGATION

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

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

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

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

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

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

ART. 13 - EFFECTS ON THE INSURED PARTY

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

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

HOW TO REQUEST ASSISTANCE

Assistance

In case of an accident please contact the alarm center of the company IMMEDIATELY, which operates 24 hours a day seven days a week, at the following toll-free number from Italy:

800.894123

- If you call from a foreign country you can contact the alarm center by calling the number **+39 039 9890702**
- Please communicate the following information:
 - Name and Surname
 - Number of Policy **6003000438/G**
 - Reason for the Communication
 - Telephone number and/or address where you can be contacted..



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WHAT TO DO IN CASE OF AN ACCIDENT

Other Guarantees

All accidents must be reported as follows:

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

Correspondence and documents must be sent to:

Nobis Compagnia di Assicurazioni S.p.A.
Ufficio Sinistri
Via Paracelso, 14 – Centro Colleoni
20864 AGRATE BRIANZA (MB)

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

IN CASE OF ASSISTANCE TO THE PERSON

- Medical certificate issued by the emergency room of the place where the accident occurred reporting the illness, prescriptions, prognosis and medical diagnostic; the certificate must report the kind and seriousness of the illness and/or of the accident that occurred;

IN CASE OF MEDICAL EXPENSES

- Medical certificate issued by the emergency room of the place where the accident occurred reporting the illness, prescriptions, prognosis and medical diagnostic; the certificate must report the kind and seriousness of the illness and/or of the accident that occurred;
- In case of hospitalization, a complete copy of the medical record;
- Medical prescription and original invoices, receipts and bills for the medical expenses incurred;
- Medical prescription for any purchase of medicines, with the original receipts of purchased medicines.

Please note:

- The invoices for repairs and the bills for any expense incurred due to the accident must always be sent to the company in original. The company is entitled to request further documents in order to evaluate the reported accident properly.

Non-submission of the above-mentioned documents, pertaining to any of these cases, may reduce or cancel reimbursement.

- Any variation in the risk occurring after subscription of the policy must be notified to the company.

Please remember that the right to reimbursement elapses two years after the last written request concerning the accident that has been sent to the company. (pursuant to article 2952 of the Italian Civil Code).

IMPORTANT!

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

For any claim, please contact:

Nobis Compagnia di Assicurazioni S.p.A.
Ufficio Reclami
Centro Direzionale Colleoni
Via Paracelso, 14
20864 Agrate Brianza – MB - fax 039/6890432 - reclami@nobis.it

In case of non-reply, please contact:

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

FILODIRETTO TOUR Terms of Insurance Mod. 6001 (ED.2018-01)
Last Update 01/01/2018

IN COLLABORAZIONE CON:



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