

'La Carte' Globy, Personal Assistance, Incoming Formula

Document to be given to the contracting party before the contract is signed

INFORMATION made available in accordance with Art. 185 of Legislative Decree 209 dated 7.9.2005.

This 'Information Note' has the aim of supplying the contracting party (physical or juridical person signing the insurance contract) with all the necessary information before concluding the contract (insurance contract), as per the provisions of Art. 185 of Legislative Decree 209 dated 7.9.2005. This note has been drawn up in Italy in Italian, excepting the right of the contracting party to ask for it in another language.

1) Information relating to the company

□ **Company name and juridical form (insurance company)**

The insurance company is MONDIAL ASSISTANCE ITALIA S.p.A.

□ **Registered office**

Via Ampère 30, 20131 Milan (Italy)

□ **Authorisation to operate in insurance**

The company was authorised to operate insurances with Ministerial Decree dated 02.09.1993 (Official Gazette 211 of 08.09.1993) and following authorising provisions.

2) Information relating to the contract

□ **Legislation applicable to the contract**

Italian legislation applies to the contract; however, the parties have the right to

choose an alternative legislation before the conclusion of the contract. The company suggests the choice of Italian legislation. However, the application of Italian law remains the principal legislation.

□ **Limitations of rights arising from the contract**

As per Art. 2952 of the Italian Civil Code, "the rights of the Insured (person in whose interest the contract has been signed) deriving from the contract are limited to one year from the day on which the fact on which the right is based occurred".

□ **Complaints concerning the contract**

Any complaints concerning the contractual relationship or management of claims must be sent, in writing, to:

Mondial Assistance Italia S.p.A.

Quality Service,

Via Ampère 30, 20131 Milan (Italy)

Fax: +39 02 26624008, e-mail: quality@mondial-assistance.it

If the claimant is not satisfied by the outcome or, if there is no answer within the maximum term of forty-five days (45), contact:

ISVAP

Customer Protection Service,

Via del Quirinale 21, 00187 Rome (Italy)

Accompanying the appeal with the documentation relating to the complaint handled by the company. With reference to disputes relating to the quantification of damages and the attribution of responsibility, remember that exclusive competence of the judicial authority remains in addition to the right to make recourse to conciliation systems where they exist.

3) Information during the contract

□ If variations relating to the information on the company and/or the contract should occur during the life of the contract, the company undertakes to advise the contracting party of them as soon as possible and also supply all necessary clarifications.

Warning

This note is a document only has an informational purpose and value, not contractual, and must be given to the contracting party before each insurance contract against damages is signed.

The contracting party is advised to always ask his insurance broker for any further clarification on the chosen contract and to read it carefully before signing the policy.

Confidentiality (ex Legislative Decree 196 of 30/6/03)

In order to respect the law on privacy, we would like to inform you of the use of your personal data and your rights. Our company has to acquire (or already holds) some data on you. The data supplied by you or other people is used by MONDIAL ASSISTANCE ITALIA S.p.A., a company of the MONDIAL ASSISTANCE group, in Italy and by third parties to whom it will be advised in order to give you the information requested, also by fax, telephone (including mobiles), e-mail or other remote communication techniques. Therefore, please give your consent to the handling of your data necessary for the above purposes. If you consent, we will also have to handle sensitive data. As a result, your consent will also apply to any such data you may give us. Without your data, we will be unable to offer you the service, either wholly or partly.

Your personal data is only used in the manner and with the procedures strictly necessary to give you the

service and the information requested, including that asked via fax, telephone (including mobiles), e-mail or other remote communication techniques. We will use the same methods when we pass some of this data to other companies both in Italy and abroad, in our sector and in our group, for the same purposes. We use people we trust, who act on our behalf, for some technical and organisational services. Some of these people also operate abroad. They are our direct collaborators and have the function of our data handling manager or work completely independently as separate data managers. They are mainly people who are part of the MONDIAL ASSISTANCE group in Italy, service companies to which the management, liquidation and payment of claims; IT, telecommunications or archive services; postal service companies, as indicated in the postal brochure, have been entrusted.

The list of all the above people is constantly updated and can be obtained easily, free of charge, by contacting Mondial Assistance Italia S.p.A., Privacy Service, Via Ampère 30, 20131 Milan or at fax number +39 02 23695948, e-mail: privacy@mondial-assistance.it where the current list of managers can also be obtained.

Therefore, your consent also concerns the transmission and handling of this data to and by these people and is necessary to carry out the supply of the service. You have the right to know, at any time, what your data is and how it is used. You also have the right to have it updated, integrated, rectified or cancelled, asking for it to be blocked and to oppose its handling. In order to exercise your rights, please contact Mondial Assistance Italia S.p.A., Privacy Service, Via Ampère 30 Milan, fax +39 02 23695948, e-mail privacy@mondial-assistance.it

DEFINITIONS

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

Globy®: the registered commercial name of Mondial Assistance Italia S.p.A. identifying the company.

Operational Centre: the Mondial Service Italia S.r.l. structure operational 24 hours a day, all year round which arranges telephone contact with the Insured, and organises and provides for the assistance services set out in the policy.

Contracting party: the person who signs the insurance.

Europe: the countries of geographical Europe and the Mediterranean basin, Algeria, The Canary Is-

lands, Cyprus, Egypt, Israel, Lebanon, Libya, Madeira, Morocco, Syria, Tunisia and Turkey.

Event: the incident which, directly or indirectly, generated one or more claims.

Family member: the spouse, children, father, mother, brothers, sisters, 'half-brother', 'half-sister', grandparents, parents-in-law, sons- and daughters-in-law, brothers- and sisters-in-law, aunts and uncles, cousins, grandchildren, nieces and nephews of the Insured and also any others living with him as long as they have a standard certification.

Accident: the event arising from an external, violent and accidental cause resulting in objectively recog-

nisable bodily injuries and which lead to death, permanent invalidity or temporary disability.

Italy: the area of the Republic of Italy, the Vatican City and the Republic of San Marino.

World: countries not included in the definitions of Italy and Europe.

Claim: the occurrence of the harmful event for which insurance is given.

Journey: the journey, stay or place resulting from the relative contract or travel document.

GENERAL CONDITIONS

1. Operativity and effective date

The specifically signed guarantee is operative:

- for trips made for reasons of tourism, study and business;
- from the time and date indicated on the policy;
- for the periods, destinations and amounts in the policy;
- if the premium has been paid.

Globy® declines all responsibility for delays or obstacles which may arise during performance of the service if resulting from Acts of God.

2. Area of validity: Italy.

3. People who can be insured

Globy® will insure people:

a) resident abroad, but only for trips made by them in Italy and for the period of the effective stay;

b) with legal capacity at the time the policy was signed.

4. Underwriting limits

More than one Globy® policy or Mondial Assistance Italia S.p.A. specification cannot be signed to guarantee the same risk for the purposes of:

- increasing the capital insured by the guarantee;
- extending the period of cover beyond consecutive 90 days for the same trip.

5. If there is an accident (see also Art. 1.4)

The Insured or the person acting on his behalf must:

a) advise:

• Globy® as per the provisions of the guarantee. Failure to comply with this duty may lead to the total or partial loss or the right to compensation (Art. 1915 of the Italian Civil Code);

• all the insurers, if more than one policy has been signed for the same risk, indicating the name(s) of the others to each one (Art. 1910 of the Italian Civil Code);

b) make all the documentation useful for investigation and checks on the case available to Globy®.

6. Reference to legal provisions

The provisions of Italian law apply for anything not expressly regulated by this contract.

GUARANTEE

1. Personal assistance – 'incoming formula'

1.1 Aim

If the Insured, resident abroad, is ill or injured while travelling in Italy, Globy® will organise and arrange the following services round the clock through the Operational Centre:

a) **medical advice**, out of hours medical service to ascertain the state of health of the Insured or evaluate the most appropriate service, in agreement with the doctors responsible;

b) **indication of a specialist doctor** as close as possible to the place where the Insured is and compatible with local availability;

c) transport – return for health reasons

- from the first aid medical centre to a better equipped medical centre;

- from the medical centre to the Insured's home. Globy® will carry out the Return for Health Reasons transport, subject to agreement with the doctors responsible, accepting responsibility for the expenses, using the means considered most suitable and, if necessary, with the use of a:

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

Globy® will not arrange for Return for Health Reasons transport for

- infirmity or injuries which can be cured locally or during the trip or which, however, do not prevent its continuation;
- infectious diseases if transport implies breach of national or international health regulations.

d) medical expenses

If previously contacted, Globy® will arrange for direct payment of the following expenses, up to € 2,500

- hospital and surgical expenses with the sub-limit of € 250.00 per day for accommodation;
- for transport from the place of the event to the first aid or first admission medical centre.

There is no provision for reimbursement of expenses paid directly by the Insured;

e) **availability of interpreters** to promote contact between doctors and the Insured in hospital. Globy® will organise the service, meeting expenses up to € 700;

f) translation of the medical notes

If the Insured is admitted to hospital and requests it, Globy® will arrange for the translation of the medical case notes. The translation will only be made with the consent of the Insured, respecting the provisions of Legislative Decree 196 dated 30/06/03;

g) **journey of a family member** to go to the Insured admitted to hospital in Italy with a prognosis of re-

maintaining there for more than 7 days. Globy® will make a return ticket available for a family member;

h) **return of the insured convalescent** to his/her home on the date, but with a different method of transport from that initially planned. Globy® will organise and bear the costs of the return to the home address;

i) **return of the body** to the nearest international airport to the burial place in the country of residence. Globy® will bear the costs of transport with the exclusion of funeral and burial expenses.

1.2 Exclusions

Globy® will not bear the events and/or costs resulting from:

a) organisation direct or, however, without the prior authorisation of the Operational Centre, of all the services of assistance set out;

b) trips made against medical advice or, however, with illnesses in an acute stage or with the aim of undergoing medical/surgical treatment;

c) voluntary interruption of pregnancy;

d) rehabilitative treatment;

e) the purchase, application, maintenance and repair of prostheses or therapeutic apparatus;

f) nursing, physiotherapy, slimming or spa services, and for the elimination of physical defects of an aesthetic nature or congenital malformations;

g) check-ups following return to the home address for situations resulting from illnesses which started while travelling;

h) organ removal and/or transplant;

i) participation in sporting competitions and the relative trials, unless they are of a recreational nature;

j) air sports in general, extreme sports if done outside sports organisations and without the safety criteria set out, reckless acts and any sport done professionally or which, however, leads to direct or indirect payment;

k) war, including civil war, which involves the Insured after the 10th day from the start of hostilities as s/he was surprised while travelling in Italy;

l) nuclear explosions and radioactive contamination, natural catastrophes, terrorism or sabotage and civil unrest unless the Insured can prove that the claim has no relation to those events;

m) quarantine.

Likewise, assistance is not due:

n) if the Insured ignores the indications of the Operational Centre i.e.:

- if the Insured leaves hospital contrary to the opinion of the medical staff of the structure to which s/he was admitted;

- if the Insured or the person acting on his behalf willingly refuses transport/return for health reasons. In this case, Globy® will immediately suspend assistance, ensuring reimbursement of the last hospital and surgical expenses up to the amount corresponding to the cost of the transport/return for health reasons refused;

o) if there are epidemics with pandemic features, of a seriousness and virulence such that there is a high level of mortality, i.e. restrictive measures are required in order to reduce the risk of transmission to the civil population;

p) for newborn babies, if the pregnancy reached its term during the trip, also in the case of premature birth.

1.3 Provisions and limitations

a) the services of assistance are supplied within the limits of the capital insured and any sub-limits;

b) Globy® will bear 'medical expenses' directly, 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 similar assistance and requests the *intervention of another insurance company*, the services set out by this guarantee are not operative;

d) respecting the specific operational conditions, assistance will be given using the means and structures which Globy® and the Operational Centre consider, in their unquestionable judgement, most appropriate to the state of health of the Insured and the state of need;

e) making a travel ticket available means given with:

- scheduled airline (economy class);

- first class train;

- ferry.

Globy® has the right to request the unused tickets from the people for whom it has arranged return, at its own expense;

f) Globy® cannot be held responsible for:

- delays or impediments to the performance of the services agreed due to Acts of God or provisions of the local authorities;

- errors due to imprecise communications received from the Insured;

g) Globy® is not required to pay indemnities as a replacement of 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, only for the events which are the subject of this insurance and only for Globy® and/or any magistrates invested with examining the event, if necessary.

1.4 If there is an accident (see also Art. 5 of the General Conditions)

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

a) personal data, tax code and temporary address;

b) number of this policy;

c) type of operation requested;

d) information on the hospital (name and telephone number, ward where admitted, name of the doctor responsible for the patient) if admitted;

e) address of any family members/travelling companions of the Insured.

IMPORTANT REFERENCES

☐ For any request concerning services of assistance and/or admission to hospital, contact the following immediately:

OPERATIONAL CENTRE

Operational 24 hrs, all year round
Tel. +39 02 26609862
Via Ampere 30, 20131 Milan, Italy
Fax +39 02 70630091

Please consult our web site
www.ilmiosinistro.it
for all information relating to any claims

Any claims should be reported to Globy® in one of the following **three ways**:

- **by telephone (+39 02 26609690)** operational 24 hours a day)

- **by internet** (on www.ilmiosinistro.it)

- **by post** (to the address below)

Independently of how it is reported, originals of all the documentation requested must be sent to:

MONDIAL ASSISTANCE ITALIA S.p.A.

Servizio Liquidazione Danni Globy®

Via Ampère 30, 20131 Milan, Italy

NEW GLOBY® QUICK

If the incident is reported by telephone only to **+39 02 26609690** or internet, Globy® will guarantee management and closure of the file in **20 days!** If not, Globy® undertakes to reimburse an amount equal to the cost of the policy. If the report is made by post, however, the liquidation process will follow the traditional management channels. Opening a claim through the assistance Operational Centre is excluded from the Quick procedure and it cannot be activated later.