

'La Carte' Globy, Incoming Plus

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 Ampere 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.

Urgent Medical Care: the care, determined by acute illness or accident, given by a medical centre.

Contracting party: the person who signs the insurance.

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

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

Excess: the part of the damages which the Insured is responsible for, calculated as a fixed or percentage amount.

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

Claim: the occurrence of the damaging event for which the insurance is applied.

Trip: the trip or short stay resulting from the entrance visa.

REGULATIONS COMMON TO THE GUARANTEES

1. Drawing up the policy

The policy can be drawn up:

- only in Italy at the authorised sales points;
- for trips and short stays made for reasons of tourism and study within the member states who apply the provisions of the Treaty of Schengen in full.

If the policy is issued for a period of more than 90 days, a fundamental requirement is that the Insured elects his residence in ITALY.

2. Operativity and effective date

The specifically signed guarantees are:

- effective from the time and day indicated on the policy but, however, from the arrival of the Insured in Italy, if the premium corresponding to the chosen period has been paid;
- operative for the period indicated in the policy with a maximum of:
 - 90 days for Tourist visas;
 - 360 days for Study visas;
- operative within the member states who apply the provisions of the Treaty of Schengen in full. If the Insured has signed a policy lasting more than 90 days, the services to the residence are understood to be to the address in Italy, as per the provision in Art. 1 above, if an accident occurs outside Italy.

Globy® declines all responsibility for delays or obstacles which may arise

during performance of the service if resulting from Acts of God.

3. People who can be insured

All people with juridical capacity resident abroad:

- travelling or staying briefly in Italy or transiting through Italy, within the member states who apply the provisions of the Treaty of Schengen in full and for the period of the relative stay;
- having a regular entrance visa or police permission to stay for tourism or study.

The insurance is applicable to anyone under the age of 70. However, if the Insured reaches that age during the validity of the policy, it will remain valid until its expiry.

4. People who cannot be insured

Given that the company would not have agreed to insurance if it had known the Insured was affected by alcoholism, drug addiction, HIV, AIDS or one of the following mental infirmities (cerebral organic syndromes, schizophrenic and/or paranoid disturbances, manic-depressive forms), it is agreed that, if one or more of the above illnesses or disturbances arises during the validity of the policy, the provisions of Art. 1898 of the Italian Civil Code will apply, independently of the concrete assessment of the state of health of the Insured.

5. 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 specific guarantees of the products;
- extending the period of cover beyond the periods set out in this policy.

6. If there is an accident

The Insured or the person acting on his behalf must:

- a) advise
 - Globy® as per the provisions of the individual guarantees. 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®.

7. Reference to legal provisions

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

GUARANTEES

1. Aim

1.1 Personal assistance

If the Insured, resident abroad, is ill or injured during the validity of the guarantee, Globy® will organise and arrange the following services round the clock through the Operational Centre:

- a) **telephonic 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 closer, better equipped medical centre and, however, in the Treaty of Schengen area;
- from the medical centre to the Insured's home.

Globy® will carry out the Return for Health Reasons transport 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) **telephonic availability of interpreters** to promote contact between doctors and the Insured in hospital. Globy® will organise the service in English, French, Spanish and German, bearing expenses up to € 700;

e) translation of the medical notes

in the case of transport/return for health reasons, and if the Insured requests it, Globy® will arrange, at its own expense, for the translation of the medical case notes to enable the doctors at the destination centre to immediately accept charge of the diagnosed pathology. The translation can be supplied from Italian to English, French, German and/or Spanish, with the consent of the Insured, respecting the provisions of Legislative Decree 196 (the so-called Privacy law);

f) 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 Medical expenses

In the case of acute illness or accident needing urgent medical care occurring to the Insured during the validity of the insurance, Globy®, if previously contacted, will arrange for the direct payment, up to **€ 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 first aid or first admission medical centre.

The guarantee will be given up to the time when the Insured is released or considered in condition to be repatriated, in the opinion of Globy doctors. However, the guarantee will be operative for a period of not more than 100 days including the stay in hospital.

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

2. Exclusions

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

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) services of assistance will be given, respecting the specific operational conditions, using the means and structures which Globy® e and the

- 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) illnesses which are the direct expression or consequence of pre-existent chronic pathological situations, already known to the Insured when signing the policy or starting the trip;
- d) pathologies arising from complications in pregnancies beyond the 24th week;
- e) voluntary interruption of pregnancy;
- f) accident or illness arising from the abuse of alcohol and also the non-therapeutic use of psychotropic drugs or narcotic substances;
- g) alcoholism, drug addiction, HIV or AIDS, mental illness, organic and cerebral syndromes, schizophrenia, manic-depressive forms, paranoid states, disturbances of the psyche including neurotic behaviour;
- h) rehabilitative treatment;
- i) the purchase, application, maintenance and repair of prostheses or therapeutic apparatus;
- j) nursing, physiotherapy, slimming or spa services, and for the elimination of physical defects of an aesthetic nature or congenital malformations;
- k) check-ups following return to the home address for situations resulting from illnesses which started while travelling;
- l) organ removal and/or transplant;
- m) participation in sporting competitions and the relative trials, unless they are of a recreational nature;
- n) air sports in general, extreme sports, reckless acts and any sport done

- professionally or which, however, leads to direct or indirect payment;
- o) 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;
- p) 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;
- q) quarantine.

Likewise, assistance is not due:

- r) 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;
 - 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;
- s) 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;
- t) for newborn babies, if the pregnancy reached its term during the trip, also in the case of premature birth.

Events occurring when the following activities are carried out:

- u) professional ones in general;
- v) those which involve the direct use of explosives or firearms.

4. If there is an accident

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.