

# Filo diretto

ASSICURAZIONI

Una società del Gruppo Filo diretto

**AMI Assistance**

SEMPRE OVUNQUE SUBITO

Una società del Gruppo Filo diretto



## CONDIZIONI DI ASSICURAZIONE

**POLIZZA N. 6002002417/V**



# natural lifestyle

**PROTECT YOUR HOLIDAY  
TRIP CANCELLATION**

In accordance to art. 123 of legislative decree of 17<sup>th</sup> March 1995 n° 175 and in conformity with provisions stated in ISVAP circular ° 303 of 2<sup>nd</sup> June 1997.

### INFORMATION ON THE COMPANY

#### Informative note to the policy owner

The present Informative Note has the purpose of providing all the preliminary information required by the contractor to underwrite the chosen insurance with full understanding and grounded judgment.

It is drawn up respecting the provisions set by ISVAP on the basis of norms enacted to safeguard the Consumer of the European Union in the sector of insurance against loss and adopted in the Italian legal system through legislative decree 17<sup>th</sup> March 1995 n°175.

The present note is drawn up in Italian in Italy, except for the faculty of the contractor to request its drawing up in another language.

#### Company name, juridical form of the Company and headquarters

The contract shall be closed with Filo diretto Assicurazioni S.p.A. with headquarters in the Italian Republic in Agrate Brianza (MI) – cap. 20041 – Centro Direzionale Colleoni – Via Paracelso, 14. Any changes shall be promptly communicated in writing to the Contractor by the Company.

#### Authorization to exercise insurance

Filo diretto Assicurazioni S.p.A. is authorized to exercise insurance by a decree of the Ministry of Industry and Commerce and Craftsmanship of 20<sup>th</sup> October 1993 (Official Gazette of 3<sup>rd</sup> November 1993 n°258).

#### Legislation applied to the contract

The legislation applied to the contract is the Italian one; the Parties have, in any case, the faculty, before the conclusion of the contract, to choose a different

legislation, except for limits deriving from the application of national imperative norms and except for the prevailing of specific provisions regarding mandatory insurance foreseen by the Italian legal system.

Filo diretto Assicurazioni S.p.A. applies the Italian Law to the contract that shall be stipulated.

The application of imperative norms of Italian norms remain anyway.

#### Negative Prescription of laws deriving from the contract

According to art. 2952 of the Civil Code, the rights of the Insured (person in whose interest the contract is stipulated) deriving from the contract are prescribed in one year from the day in which the fact on which the law is based occurred and/or the day in which the third has requested the refund to the Insured or has promoted action against this action.

We draw the attention of the Contractor on the need to carefully read the contract before undersigning it.

#### Claims regarding the contract

Any claims regarding the contractual relationship or the management of losses must be sent by the Client to the Claims office of Filo diretto Assicurazioni S.p.A. - Centro Direzionale Colleoni – Via Paracelso, 14 – 20041 - Agrate Brianza – Mi – fax 039/6892199 – reclami@filodiretto.it.

Should the claimant not be satisfied by the outcome of the claim or, in case of no response within the forty-five day time limit, they may call on ISVAP, Servizio Tutela degli Utenti, Via del Quirinale, 21, - 00187 – Roma, presenting the report with documentation regarding the claim dealt with by the Company.

Any controversies on the quantification of the services and assignment of responsibility shall remain of exclusive competence of judicial authorities, as well as the faculty to recur to systems of amicable settlement where present.

Should the Parties choose to apply a different legislation from the Italian one to the contract, the competent organ shall be the one foreseen by the specific legislation.

The Contractor may in any case refer to ISVAP, which shall facilitate communication and relationships with the abovementioned foreign Inspection Organ.

#### Information during the contract

Should, throughout the duration of the contract, there be any variations on information regarding the contract itself, Filo diretto Assicurazioni S.p.A. commits to promptly inform the Contractor of them, as well as to supply any necessary specifications.

#### Warning

The present note is a document whose only value is for informative aims.

#### BRIEFING NOTE IN ACCORDANCE TO ART. 13 OF LEGISLATIVE DECREE N° 196/2003

In conformity with provisions in art. 13 of Legislative Decree 196/2003 and any amendments or integrations (herewith "Privacy Code"), Filo diretto Assicurazioni S.p.A. (herewith Company) shall supply the following Briefing Note.

#### Regarding personal data about the Client which shall be the object of treatment, the Company specifies that :

- the handling of data is based on the principles of fairness, legality and transparency and to safeguarding the privacy and rights of the Client;
- the treatment of data may also include personal data strictly linked to the contractual relationship, included in the area of "sensitive data" in articles 4 comma 1 letter d) and 26 of the Privacy Code.

#### 1) Aim of the treatment

Personal data provided by the Client, or in any case acquired by Filo diretto Assicurazioni S.p.A. from third parties, even regarding sensitive data in art.4 paragraph 1 letter d) and art.26 of the Privacy Code, are treated by the Company and/or by its appointees, for the following aims:

- carrying out business in executing, managing, concluding, fulfillment, of pre-contractual and contractual relations, to provide the assistance requested, as well as to dispatch tasks, such as loss payment, strictly-connected to the insurance business carried out by the Company to which it is authorized by law;
- fulfillment of all the obligations required by laws, regulations, provisions issued by authorities and vigilance and control organs;
- carrying out of commercial activities in promoting insurance services and products offered by the Company or by companies belonging to the Filo diretto Group as well as sending advertising material.

#### 2) Method of handling data

The handling of data in object is carried out in the manner foreseen by the Privacy Code, even through authorized information technology and automatic means, in a non-comprehensive manner through operations of collection, registration, organization, storing, processing, selection, comparison, use, interconnection, consultation, communication, cancellation, destruction, block of data, according to principles of safeguard to security/protection, accessibility, confidentiality, integrity.

The data itself shall be handled and retained within the terms set by the law, within the limits and for the methods specified by it.

The handling is carried out directly by the organization of the holder and by persons external to such organization who are part of the distribution chain of the insurance sector, appointed as commissioners/representatives of the Company itself and/or persons who are strictly connected to its running and/or to the fulfillment of activities foreseen by the contract and requested by it (moreover to what specified in point 4).

Data is not subject to disclosure.

Data may be transferred overseas, all over the world.

#### 3) Conferment of data

a) The conferment of personal data regarding the client, (even of a sensitive nature) is necessary for the conclusion and management of the contract and for a better execution of the contractual services, as well as for the fulfillment of activities strictly linked to the fulfillment of such services, as well as to the management and liquidation of losses.

b) **The conferment of data may be mandatory on the basis of EU law, regulations, norms.**

Any refusal to the consent expressed on handling of data in points a) and b) causes the impossibility to conclude or execute the contract and/or carry out the services foreseen contractually.

c) **The conferment of personal data aimed at informing and promoting services and offers of the Company is optional and does not imply any consequences to the contractual relation.**

#### 4) Persons or categories of persons whose data may be disclosed

Data may be disclosed – for the purposes listed in point 1a) and to be submitted to handling with the same aims - in Italy and overseas, to the Company or to companies of the Filo diretto group, persons external to the distribution chain of the Company carrying out tasks linked and instrumental to the management of the contractual relation, such as correspondents, healthcare bodies, medical and paramedical personnel, trusted personnel, other persons of the insurance sector, such as brokers, coinsurance brokers, reinsurance brokers, agents, subagents, agency producers, insurance middlemen and other channels of insurance purchase, banks, Sims, legal, experts and mechanics, service companies entrusted with the management, liquidation and payment of services, corporate consulting companies, consultants, professional offices, societies and consortiums of the insurance sector, data and service management bodies, factoring and credit



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Decreto del ministero dell'Industria, commercio e artigianato  
del 20/10/93 (gazzetta ufficiale del 3/11/93 n° 258)



FILO DIRETTO ASSICURAZIONI S.p.A. con Socio Unico

Sede Legale in Agrate Brianza 20041

Centro Direzionale Colleoni • Via Paracelso, 14

Tel. 039.60.56.804 r.a. • Fax 039.68.92.199 • www.filodiretto.it

Cap. Soc. €11.800.000,00 I.v. • R.E.A. MB 1395446

C.F. e iscrizione al Reg. Imprese di MB n. 01757980923 • P. IVA IT 02230970960

Società iscritta alla Sez. I dell'Albo delle Imprese al n. 1.00115

Società del Gruppo Filo diretto iscritto al n. 039 dell'Albo dei Gruppi Assicurativi

Società soggetta all'attività di direzione e coordinamento da parte di Filo diretto S.p.A.

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collection companies, bodies carrying out data management and means of payment electronically, companies carrying out business in press, transmission, enveloping, transport and filtering of communication to clients, document filing services and companies specialized in data entry services, supply of information technology services, administrative and accounting services, through persons appointed by the company.

The data may be disclosed for the purposes listed in point 1 b) to persons to whom they are to be communicated by law, within the limits and for the purposes foreseen by the law, public bodies and supervising bodies, public and private persons who, on the basis of the standing law, carry out public functions, societies and consortiums of the insurance sector and thus, as an example, Ania, ISVAP, Ministry of Industry, Commerce and Craftsmanship, CONSAP, UCI, Supervising Commission of pension funds, Ministry of Labor and Social Security or other databanks regarding whom disclosure of data is mandatory (e.g. Ufficio Italiano Casellario Centrale Infortuni, Motorizzazione Civile e dei trasporti in concessione).

Data may be disclosed for the purposes listed in point 1 c) to companies of the Filo diretto group (holding companies, subsidiaries and affiliates in accordance with law provisions in force), as well as to Filo diretto group appointees.

## 5) Rights of the concerned regarding the handling of personal data (art.7 of the Privacy Code)

Art.7 of the Privacy Code confers to the Client some specific rights among which the one to be aware, at any moment, of which data, as well as its use, is held by the company or held by persons to which they are sent or which may acquire them being in charge or entrusted by the company; the Client has also the right to have the data updated, integrated, corrected or cancelled, to have it blocked and to oppose to its handling for legitimate reasons and for the aim of commercial information or sending of advertising material.

To exercise such right the client may contact Filo diretto Assicurazioni S.p.A. directly with headquarters in Via Paracelso 14 – 20041 Agrate Brianza (MI).

## 6) Beholder of handling

Beholders of data handling are Filo diretto Assicurazioni S.p.A. with headquarters in Via Paracelso 14 – 20041 Agrate Brianza (MI) through its legal representative, and each of the companies of the Filo diretto group which carry out handling in an automatic way with direct responsibility.

## DEFINITIONS

The Parties conventionally assign the meanings specified herewith to the following expressions:

**AMI ASSISTANCE:** Agency of the Company.

**INSURED:** The person whose interest is protected by the insurance. **INSURANCE:** The insurance contract.

**AVERAGE:** The loss suffered by luggage due to breaking, collision, clash against fixed or moving objects.

**LUGGAGE:** items of clothing, sports equipment and items for personal hygiene, photographic and video equipment as well as the suitcase, the bag, the rucksack which could contain them and which the Insured carry with them on the trip.

**OPERATIVE CENTRE:** The unit of the company, operating 24 hours, which organizes and issues the assistance services included in the policy, upon request of the Insured.

**FRANCHISE:** Part of the payable loss which is always charged to the Insured.

**THEFT:** Is the crime, provided for in art. 624 of the criminal code, committed by whoever takes possession of a mobile good owned by others, purloining it from the beholder, in order to profit from it personally or for others.

**THE CREW:** the holder of the booking, her/his relatives/trip fellows, insured with the same policy and staying in the same accommodation (tent, roulotte, camper, bungalow)

**INDEMNITY:** The sum owed by the company in case of loss.

**INJURY:** The event, due to accidental, violent and external causes, which produces physical severance objectively deemed whose direct and exclusive consequences have determined the death or permanent invalidity.

**ILLNESS:** The alteration of the state of health not due to injury.

**PREEXISTENT ILLNESS:** illness which is the expression or direct consequence of chronic pathologic situations or preexisting at the beginning of the trip.

**FAMILY HOUSEHOLD:** The spouse/cohabitant and dependant children of the Insured.

**POLICY:** The document which proves insurance.

**PREMIUM:** The sum owed by the Contractor to Company.

**HOSPITALIZATION:** ambulation in an Institute of cure which requires at least one night accommodation.

**RESIDENCE:** The place in which the Insured have their habitual domicile.

**LIMIT:** The amount which, for each loss, is charged to the Insured, in a percentage on the refundable loss under contractual terms.

**LOSS:** The occurrence of a harmful fact against which the insurance guarantee acts.

**COMPANY:** Filo diretto Assicurazioni S.p.A.

**THIRD PARTIES:** Any person excluding the spouse/cohabitant, legitimate next-of-kin, be they natural or adoptive of the Insured as well as, other relatives living with them.

**VEHICLE:** the cars, motorcycles, caravans, trailers or caravans, campers, for private use of an overall weight below 35 tons, owned by the Insured (excluding rental), conforming to the law and which have been submitted to the mandatory technical checks.

**BREAKDOWN:** Any unforeseen mechanical problem with a vehicle, with the exclusion of simple maintenance, which makes use impossible, resulting from wear and tear, defect, malfunction as well as fire.

**TOURIST SERVICES:** The tourist service sold by the Contractor

## RULES THAT REGULATE THE INSURANCE IN GENERAL

### 1 - OTHER INSURANCE

The Insured must notify the Company in writing of the existence and the successive stipulation of other insurance policies for the same risk; in the event of a claim, the Insured must notify all the insurers, indicating to each the name of the others, pursuant to article 1910 of the Italian Civil Code.

### 2 - PROFESSIONAL SECRECY

On notification of an accident, and with particular reference to the treatment of personal data (possibly "sensitive" or relating to third parties) the Insured Party must give his/her consent for its use, including specific authorisation for doctors to waive their oath of professional secrecy.

### 3 - APPLICATION OF THE LAW

For anything that is not otherwise regulated herein, the regulations set forth by law are applicable. The Insurance is regulated by Italian law.

## GENERAL INSURANCE CONDITIONS

### 1 - VALIDITY, EFFECTIVENESS AND DURATION OF THE COVER.

The Trip cancellation guarantee is valid from the date on which the tourist service is booked and lasts until the date of the arrive at the Camping Punta Ala.

### 2 - EXCLUSIONS

**ANY CONSEQUENCES AND/OR EVENTS DERIVING, DIRECTLY OR INDIRECTLY, FROM THE FOLLOWING SITUATIONS ARE NOT COVERED BY THE INSURANCE:**

- a) War, insurrections, popular movements, strikes, uprisings, terrorism, military or not military occupations, invasions;
- b) Volcanic eruptions, earthquakes, tsunami, tornadoes, hurricanes, floods, flooding and other natural phenomena with characteristic of natural calamity;
- c) Natural or provoked events resulting in ionising radiation or radioactive contamination caused by nuclear fuel or waste or radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment;
- d) Injuries or illnesses deriving from alcoholic abuse of non-therapeutic use of psycho-medicines or dopes;
- e) Fraud, voluntary and premeditated acts by the insured person;
- f) Trip undertaken against medical advice or, in any case, in presence of acute illnesses of undertaken for the purpose of undergoing medical or surgical treatment;
- g) Illness which is direct expression or consequence of chronic pathological situations or pre-existent diseases, already known by the Insured at the moment of undersigning the policy or existing before the beginning of the trip, with the exception of the service concerning shipment of the body after death;
- h) Pathologies derived from complications of pregnancy or pathological situations that are consequent of that;
- i) Cost for voluntary termination of pregnancy;
- j) Organ explant or transplant;
- k) Alcohol addiction, drugs addiction, HIV or AIDS, mental illnesses, organic or brain disease, schizophrenia, maniac-depressive psychosis, state of paranoia, psychic disturbance, including neurotic behaviour;
- l) Tests, training, car races, motorcycle races, motorboat races, including motorboats and bobs;
- m) Playing sports like: trekking, upper 3rd level-climbing, free climbing, jumping off the springboard with ski or water-ski, acrobatic or extreme-skiing, off-the-slopes skiing, bob, 3<sup>rd</sup> level- river canoeing, or down slope rafting, kite-surfing, hydro-speed, bungee jumping, parachuting, hang gliding, air sports in general, boxing, wrestling, football, rugby, ice-hockey, diving with aqualung, heavy athletics;
- n) Acts of recklessness,
- o) Professional sport activities; taking part of races or sports competitions, including tests and trainings, with the exception of foot-races, bowl-races, golf competitions, non-underwater fishing, throwing, fencing, tennis match, and company/inter-company's races or matches with a recreational purpose;
- p) Infection disease, in case that the assistance is prevented by national or international sanitary regulations;
- q) Carrying out activities with the direct use of any explosives or firearms.

### 5 - LIQUIDATION CRITERIA

Payment of what due contractually, is executed, upon presentation of duly paid original notes, statements and receipts. Upon request of the Insured the Company shall return the aforementioned originals, after having stamped the date and amount of payment.

Should the Insured have presented the original notes, statements and receipts to third parties to obtain refunds, the Company shall carry out the payment of sums owed at termination of the present contract upon proof of the expenses actually borne, net of what is charged to the aforementioned third parties. Refunds shall always be paid in Euros.

## TRIP CANCELLATION

### 1 - OBJECT OF INSURANCE

The Company shall indemnify any crew member according to the conditions of this agreement for the amount of the termination caused by cancelled



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journey, set pursuant to the General Terms of the travel regulations, if these result from any of the following reasons, impossible to predict at the time of booking the journey:

- death, illness or accident of any member of the crew, of their spouse/live-in companion, of their parents, siblings, children, parents-in-law, sons-in-law, daughters-in-law, grandparents, uncles and nieces and nephews up to twice removed, brothers and/or sisters-in-law, co-owner of the company of the crew member or their direct superior, of such seriousness that the crew member does not undertake the trip due to their conditions of health or to the need to provide assistance to any of the persons listed above who are ill or have had an accident.

Existing illnesses are included for Insured members and their families. Pathologies associated with pregnancy are also included as long as they arise after the date the guarantee comes into force;

- material damage to home, office or enterprise of the crew member that means their presence is essential and cannot be delayed;
- the crew member being prevented from reaching their departure location due to severe natural disaster declared by the competent Authorities;
- breakdown and/or accident to their means of transport that prevents the crew member from reaching their departure location;
- summons of the crew member by Public Authorities;
- crew member's documents required to travel abroad are stolen and proof is provided that it is materially impossible to have them replaced;
- impossibility of the crew member to take planned holidays after being hired or dismissed by the employer;
- impossibility of reaching chosen destination following hijacking caused by air piracy;
- impossibility of travelling caused by the change of date of: school exam or examination to exercise profession, participation in public service competitive examination, wedding;
- impossibility of travelling in the case where in the seven days before departure of the crew member, their duly registered pet (dogs and cats) has been lost or stolen, or has undergone life-saving surgery for illness or accident.

### 2 – LIMIT OF LIABILITY, DEDUCTIBLE, EXCESS

The insurance is provided within the limit of the cost of the journey up to a limit of Euro 8,000.00 per insured crew .

For all events not resulting from illness or accident of any crew member, 10% is deductible.

If any crew member is cancelled due to accident or illness, excess will not be applied.

### 3 – OBLIGATIONS OF THE INSURED PARTY IN CASE OF ACCIDENT

The Insured Party or the person acting on his/her behalf, by midnight on the first day following the day of the event (meaning the manifestation of the causes requiring cancellation of the trip), is required to make an immediate telephone report to the 24-hour number **800 - 335747 or 039/6899965** and to inform Camping Punta Ala.

In addition the Insured Party is required to inform the travel agency with which he/she has reserved the trip.

The Insured Party must allow the Company to carry out its investigation and to produce, on behalf of the Company, all documentation relative to the specific case, including the release of doctors who have treated or examined the Insured Party from their oath of professional secrecy, and, if appropriate, an examination of the claim itself.

Failure to comply with the aforesaid obligations and / or if the Company's commissioned doctor finds that the Insured Party's condition is not such as to prevent his/her participation in the trip and / or in case of a

failure on the Insured Party's part to produce the documents needed by the Company for proper evaluation of the request for reimbursement, may entail total or partial loss of the right to compensation.

It is understood that the calculation of the compensation is equal to the withdrawal amount (penalty) foreseen on the date on which the event occurred. A possible greater withdrawal amount (penalty) charged to the contracting party as a result of a delay on the Insured Party's part in reporting cancellation of the trip will be at the expense of the Insured Party.

The Company has the right to take over from the ownership of the travel documents not used by the Insured Party.

### WHAT TO DO IF YOU NEED TO MAKE A CLAIM AND WHAT DOCUMENTS ARE NECESSARY TO OBTAIN COMPENSATION

#### 1 – TRIP CANCELLATION

The Insured Party or the person acting on his/her behalf, by midnight on the first day following the day of the event (meaning the manifestation of the causes requiring cancellation of the trip), is required to make an immediate telephone report to the 24-hour number

**800 - 335747 or 039/6899965**

**INDICATING THE NUMBER OF POLICY :  
6002002417/V**

**THE INSURED PARTY OR WHOELSE ON HIS/HER BEHALF MUST SEND A WRITTEN REPORT ADDRESSED TO:**

**AMI ASSISTANCE (Ufficio Sinistri)  
Centro Direzionale Colleoni  
Via Paracelso 14 – 20041 – Agrate  
Brianza (MI)  
Per informazioni: Telefono + 39 039  
6899941 – Fax +39 039 6899940**

IN COLLABORATION WITH :



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