



## INFORMATION BOOKLET

Non-life Insurance Contract

# Linea Strada

Classic

Personal Accident Cover -  
Motorcars

### **This Information Booklet contains:**

- Disclosure, article 13  
Legislative Decree no. 196 of 30 June 2003
- Information Note
- Glossary
- Insurance Conditions

**It shall be given to the Contracting Party before the policy is signed.**

**Please read the Information Note carefully before signing.**



**Vittoria**  
Assicurazioni

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## Procedure for filing a claim

Warranty in question	What to do WITHIN 5 DAYS	For the settlement of claims
<p>Injury to the driver and Private Life</p>	<p>Report the accident to the Agency To whom the policy is assigned or to Vittoria Management, providing a detailed description of the said accident and of its causes and consequences, accompanied by the original medical certificate.</p>	<p>Medical certificate certifying the success of the treatment For whiplash, the original Accident and Emergency certificate is required.</p> <p>Should there be any breakage of bones, please supply a full copy of the radiological documents, NMR and CAT scan, Accident and Emergency report, medical records or equivalent specialised medical certification.</p> <p>For the reimbursement of medical expenses, please provide a full copy of the medical records (in the event of hospitalisation), medical documents relative to the treatment, as well as duly receipted invoices and receipts</p>
<p>Confiscation of</p>	<p>Report to the Agency and apply for the withdrawal of the measures</p>	

This Information Note has been drawn up according to the framework prepared by the Italian Institute for the Supervision of Insurance (IVASS), but its contents are not subject to the prior approval of IVASS.

Although it describes the essential features of the insurance product, this Information Note does not replace the contractual conditions that the Contracting Party must read before

## A. Information about the Insurance Company

### 1) General information

Vittoria Assicurazioni S.p.A. Parent company of Gruppo Vittoria Assicurazioni

Head Office in: Via Ignazio Gardella no. 2, 20149 Milano, Italy.

Telephone: +39 02 48 21 91 - Fax +39 02 48 20 36 43

Website: [www.vittoriaassicurazioni.com](http://www.vittoriaassicurazioni.com)

PEC (certified electronic mail) address:

[Vittoriaassicurazioni@pec.vittoriaassicurazioni.it](mailto:Vittoriaassicurazioni@pec.vittoriaassicurazioni.it)

email: [info@vittoriaassicurazioni.it](mailto:info@vittoriaassicurazioni.it) - (Freephone number:

800.016611)

The company is duly authorised to Insure, pursuant to article 65 R.D.L No. 966 of 29/04/1923 and the subsequent ministerial decree of 26 November 1984.

Tax code and Milan Business Register registration number: 01329510158 - R.E.A.N. 54871

Registered in the Italian Institute for the Supervision of Insurance (IVASS) register, Section. I no. 1.00014 - registered in the Insurance Groups Register No. 008.

### 2) Information about the company's financial situation\*

The net worth of Vittoria Assicurazioni S.p.A. is €422,952,098, of which €67,378,924 are fully paid-up share capitals and €293,105,985 are capital reserves.

The solvency ratio for non-life operations is 1.8 and represents the ratio between the amount of the solvency margin available and the amount of the solvency margin required by current legislation.

\* Data taken from the last approved balance sheet, in millions of euros.

## B. Information about the contract

The contract herein is of annual duration without tacit renewal if there is third party cover. Should there be no third party cover, the duration is one year with the possibility of tacit renewal of one year for each extension.

### “Advisory notice”

Should the contract not also include third party cover, the Contracting Party has the opportunity to cancel by fax or registered mail, at least 15 days before the expiry date specified in the policy; in the absence of cancellation from one of the Parties, the contract shall be extended for a period that is equal to the original period, except the fraction of the year, and so it shall continue.

The terms and conditions for cancellation are regulated in the article “Extending the Contract”.

### 3. Available insurance coverage - Limitations and exclusions

#### A) Injury to the driver during Private Life

The contract contains insurance cover for Injury to the driver of the vehicle while driving and/or in their Private Life, depending on the chosen insurance option.

There are several “options”:

##### Option **“CARD INJURY”** (Italian direct compensation procedure)

The insurance covers Injury to the driver while

Driving the vehicle, in the event of a CARD claim, to which are applied the direct compensation regulations under articles 149 and 150 of the legislative decree, no. 209, 7th September 2005 and the relative implementation regulations (d.p.r. no. 254, 18th July 2006) and subsequent amendments.

Only cases of “Permanent Disability” are insured.

The warranty covers accidents in the vehicle that corresponds to the number plate (linked, therefore, to the vehicle identified in the policy).

Compensation for CARD claims shall only be paid in the event of partial or total liability on behalf of the insured person and only covers personal injury, objectively ascertainable, for the Party who is caused Permanent Disability of up to and including 9%. Permanent Disability equal to 9% represents the maximum level of injury covered; should the injury cause Permanent Disability of over 9%, Vittoria shall calculate the compensation as if the injury had been 9%.

##### Option **“INJURY TO THE DRIVER”**

The insurance covers Injury to the driver while driving the insured car.

The following cases are insured: “Death”, “Permanent Disability”, “hospitalisation” and “reimbursement of medical expenses”.

The warranty comes in a number of forms:

- By name (linked, therefore, to the person identified in the policy) or else
- By number plate (linked, therefore, to the vehicle identified in the policy).

##### Option **“INJURY TO THE DRIVER IN FREE TIME”**

The insurance covers Injury to the Contracting Party and members of their household during Private Life activity (outside the professional environment). The members of their household shall be people who live with the Contracting Party (except children under their responsibility who may not live with them) and shall be registered on the same registry office family status certificate.

The following cases are insured: “Death”, “Permanent Disability”, “hospitalisation” and “reimbursement of medical expenses”.

##### Option **“INJURY INVOLVING UNINSURED VEHICLES”**

The insurance covers Injury to the driver while driving should there be a collision with the insured vehicle and an identified vehicle not covered by third party insurance for damages from road traffic. The following cases are insured: “Death” and “Permanent Disability”

The warranty comes in a number of forms:

- By name (linked, therefore, to the person specified in the policy) or else
- By number plate (linked, therefore, to the vehicle specified in the policy).

For more details on insurance cover please see the chapter “Insured Risks”.

**“Advisory notice”**

The contract includes cases of insurance cover caps and exclusions or discontinuation conditions that could entail a reduction or non-payment of compensation. Please note that certain circumstances are not covered. For more details, please see “General Conditions for all the Options”, article “Uninsured Risks”.

**“Advisory notice”**

The contract includes the insured sum and excess charges

Insured sum: the sum specified in the contract, within the limits of which Vittoria shall be liable to the insured person in the event of an accident that is covered by the insurance policy.

Excess charges: the objective of excess charges is to avoid dealing with small claims and to raise the Insured Person’s awareness. This allows for a curb on settlement costs and reduces the policy premium.

For more details please see the articles, “Excess charges for Permanent Disability” and various parts of the chapter “Insured Risks”.

For comprehension purposes, please find below a numerical example for each option on offer.

**“CARD (Italian direct compensation procedure) INJURY” OPTION**

With this option, a choice can be made two different insured sums and no excess is charged.

The insured sum, as set out in the contract, is the point of reference for calculating the compensation to be awarded to the Insured Person should an accident happen that is covered by the insurance policy. Should a CARD claim be made where the Insured Person has partial liability, there will be a 50% reduction (competitive CARD).

Permanent Disability equal to 9% represents the maximum level of injury covered; should the injury cause Permanent Disability of over 9%, Vittoria shall calculate the compensation as if the injury had been 9%.

**Example****1) Insured sum: €50,000 Verified**

debilitating consequences: 3%

- 1) Insured Person’s degree of responsibility:  
100% Compensation paid: €1,500 (3 x €500)
- 2) Insured Person’s degree of responsibility:  
50% Compensation paid: €750 (3 x €250)
- 3) Insured Person’s degree of responsibility:  
30% Compensation paid: €750 (3 x €250)

**2) Insured sum: €100,000 Verified**

debilitating consequences: 3%

- 1) Insured Person’s degree of responsibility:  
100% Compensation paid: €3,000 (3 x €1,000)
- 2) Insured Person’s degree of responsibility:  
50% Compensation paid: €1,500 (3 x €500)
- 3) Insured Person’s degree of responsibility:  
30% Compensation paid: €1,500 (3 x €500)

3) Insured sum: €100,000 Verified  
debilitating consequences: 15%

- 1) Insured Person's degree of responsibility: 100%  
Compensation paid (debilitating consequences: maximum 9%): €9,000 (9 x €1,000)
- 2) Insured Person's degree of responsibility: 50%  
Compensation paid (debilitating consequences: maximum 9%): €4,500 (9 x €500)
- 3) Insured Person's degree of responsibility:  
30% Compensation paid: €4,500 (9 x €500)

#### Option "INJURY TO THE DRIVER"

For this option it is possible to choose the insured sum up to a set cap and it includes excess charges of 3% of insured sums over €100,000, while insured sums equal to or below €100,000 have no excess charges.

#### Example

A) Insured sum: €40,000 Verified  
debilitating consequences: 3%  
Compensation given without excess charges: €1,200 (3x€400)

B) Insured sum: €120,000 Verified  
debilitating consequences: 6%  
Compensation given without excess charges for the first €100,000: €6,000  
(6x€1,000) Compensation paid for the remaining €20,000 €600 (3x€200)  
Total compensation: €6,600 (€6,000 + €600)

#### "INJURY TO THE DRIVER IN FREE TIME" OPTION

For this option it is possible to choose the insured sum up to a set cap and it includes a range of excess charges according to whether the accident happened to the insured persons as drivers or passengers of the insured vehicle or whether the accident is relative to different risks:

- 1- Injury to the insured persons as drivers or passengers of the insured vehicle:  
Excess of 3% insured sums over €100,000.
- 2- Injury to the insured persons in relation to different risks than those mentioned in point 1): excess of 3% of the entire insured sum.

**The insured sum is subdivided according to the number of household members present at the time of the accident.**

#### Example

A) Insured sum: €100,000  
Type of accident: happening to the insured persons as drivers or passengers of the insured vehicle:  
Number of household members present during accident: 2 Insured sum for each member: €50,000  
Established debilitating consequences: 3%  
Compensation awarded without excess charges: €1,500 (3 x €500)

B) Insured sum: €250,000  
Type of accident: happening to the insured persons as drivers or passengers of the insured vehicle:  
Number of household members: 2  
Insured sum for each member: €125,000 Verified  
debilitating consequences: 3%

Compensation given without excess charges for the first €100,000: €3,000  
 (3x€1,000) Compensation paid for the remaining €25,000 € 0 (in excess)  
 Total compensation: €3,000 (€3,000 + €0)

C) Insured sum: €250,000

Type of accident: free time (e.g. recreational sports activity) 2  
 Insured sum for each member: €125,000 Verified  
 debilitating consequences: 3%  
 Compensation paid: none (in excess)

D) Insured sum: €250,000

Type of accident: free time (e.g. recreational sports activity) 2  
 Insured sum for each member: €125,000 Verified  
 debilitating consequences: 5%  
 Compensation paid: €2,500 ((5-3) x €1,250)

**Option “INJURY INVOLVING UNINSURED VEHICLES”**

For this option, Vittoria shall guarantee a maximum amount of €100,000 for cases of death and for Permanent Disability cases, it can be added to any capital already present in one of the other chosen “accident options”.

**Example**

Case of Permanent Disability,  
 Verified debilitating  
 consequences: 3%

Compensation paid for the “Injury involving uninsured vehicles” option: €3,000 (3 x €1,000) Compensation paid if one of the other “accident options” is present. Example: “Injury to the driver” with an insured sum for the Permanent Disability warranty of €50,000: €1,500 (3 x €500)  
 Total compensation: €4,500 (€3,000 + €1,500)

**“Advisory notice”**

There is a maximum age limit of 80 years old.  
 For more details please see the “Age limits” article.

**B) Confiscation of Driver’s License**

With this warranty, Vittoria shall pay the Insured Person/Contracting Party a daily compensation should their driver’s license be confiscated as a consequence of an accident that caused death or injury to third persons.

The warranty can be provided by name (therefore, for the person) or by number plate (therefore, for the vehicle specified in the policy).

The warranty is regulated in more detail by the chapter “Confiscation of Driver’s License”, article “Scope of Insurance”.

**“Advisory notice”**

The contract includes cases of insurance cover exclusion that could entail non-payment of compensation.

For more details on exclusions, please go to the chapter, “Confiscation of Driver’s License”, article “Delimitation of Insurance”.



### “Advisory notice”

The contract includes insured sums (maxim insured amount for daily compensation). There are no excess or coinsurance charges.

For comprehension purposes, please find below some examples that illustrate the aforementioned working process of contractual institutes. Insured sum: the sum specified in the contract, within the limits of which Vittoria shall be liable to the insured person in the event of an accident that is covered by the insurance policy.

#### Example:

Daily: €30

Confiscation period: 10 days

Compensation: €300

4. Insured person's statement determining the circumstances of

risk, “Advisory notice”

The Contracting Party must realise that any false, deceitful or reticent statement regarding the circumstances risk given at the time of concluding the contract and/or the time of the accident will give the right to the company to refuse cover or to award reduced compensation, without prejudice to the company's power to protect its own interests, even to the point of proceeding with a criminal prosecution. For more details, please see “General Conditions for all the Options”, article “Insurable Persons”, as well

### “Advisory notice”

This contract does not provide for specific grounds of nullity according to law.

## 5. Risk increase and reduction.

Pursuant to articles 1897 and 1898 of the Italian Civil Code, the contracting person shall immediately inform Vittoria of any increase or reduction of risks and changes of profession.

The development of certain diseases and exceeding the established age limit shall result in the termination of the insurance contract, as laid down in the articles: “Age limits” and “Uninsurable persons”.

## 6. Premiums

The premium is annual and is always for one insurance year.

Tat the discretion of the Contracting Party, the contract can include the possibility of paying the premium in a number of instalments, applying the appropriate increase that is specified in the contract.

The payment of the premium shall be paid directly to Vittoria or to the Agency where the contract is concluded.

The premium can be paid by:

- Cheque or a non-transferable bank order (“circolare N.T.”) made out to the Company or intermediary.
- Bank transfer
- E-money
- Payment by post office current account debit note.
- Payment in cash, up to the limits stated in the general and sector regulationS.

## 7. Adjustment to the premium and to the insured sum

Where explicitly set out in the contract, the insured sums and the premiums of the

warranty are subject to adjustments according to the price variation indexes.

## 8. Right of

withdrawal

### “Advisory notice”

In the event of remote sales, the contracting person has the right to withdraw from the contract within the first 14 days of the completion of the policy with payment of the premium, making a written request by registered mail to Vittoria.

#### “Advisory notice”

The contract herein provides for the right of withdrawal, both by the Contracting Party and by the Company.

For more details and for the procedure and terms for exercising the said right, refer to General Conditions for all the Options” article “Right of Vittoria to change the premium conditions” and “Extending the Contract”.

### 9. Limitations and forfeiture of contractual rights

The insured person’s contractual rights shall be exercised within two years from the day in which the event to which the right refers took place.

The Insured Person can cancel the biennial commitment by written request made to Vittoria. The termination of the commitment can also take place by means of Vittoria recognising the right of the insured person.

In a case of revoking the rights derived from the contract, for example, should the terms of filing a report of the accident not be adhered to?

### 10. The Law applicable to the contract

The contract is subject to Italian Law, article 180 of the Italian Legislative Decree, no. 209/2005.

### 11. Tax system

The applicable tax system to the contract from the regulations in force at the time the Information Note herein was drawn up.

#### Taxes on the Premium

The premium paid in this contract is subject to taxes, to be paid by the contracting person, equal to the amount indicated in the insurance contract for each specific field.

#### Tax deductions

The Insurance plans covering Permanent Disability include the possibility of an annual tax on the income of the individuals declared by the Contracting Party, subject to the conditions and within the deductibility cap limits established by law.

## C. Information on settlement procedure and complaints

### 12. Settlement of claims

The Contracting Party shall report the accident within five days of the events by registered mail and/ or fax or certified email (PEC) sent to the reference agency or to Vittoria. The Contracting Party’s/Insured Person’s costs for verifying the damage are not provided for. For more details on the process, terms and conditions for filing a claim, please see “General Conditions for all the options”, “Reporting the accident and related requirements”, “Compensation Criteria” and the summarising table, “Procedure for filing a claim”.

### 13. Complaints

Any complaints regarding the contractual relationship, notably regarding the attribution of liability as regards the effectiveness of the service, the quantification or distribution of the amount owed to the person entitled thereto, shall be made in writing to Vittoria Assicurazioni S.p.A. - Complaints Service, Via Ignazio Gardella, n. 2 - 20149 Milano (fax 02/40.93.84.13 – email [servizioreclami@vittoriaassicurazioni.it](mailto:servizioreclami@vittoriaassicurazioni.it)).

The Complaints Service, the company's department for this purpose, shall send an acknowledgement within a maximum of 45 days.

In order to correctly identify the position and deal quickly with the situation so as to provide a clear and concrete answer, please indicate the following:

- Full name and address of the complainant, with any telephone number;
- Identification of the subject/s being complained about.
- Policy number and/or claim number and date of incident (if unavailable, please indicate the C.F. and/or the number plates of the vehicles involved);
- Brief and exhaustive statement of the events and the reasons for the complaint;
- All documents useful for giving a more comprehensive description of the relative circumstances.

Should the representative be unsatisfied with the result of the complaint or should no answer be received within the 45 day deadline, they can contact the Italian Institute for the Supervision of Insurance (IVASS), Via del Quirinale n. 21 - 00187 Roma. For further information, consult the special section for complaints on the Company's website [www.vittoriaassicurazioni.com](http://www.vittoriaassicurazioni.com).

It is also possible to settle disputes using the following alternative method:

- **Assisted Negotiation** This is an alternative method of settling disputes, regulated by Law no. 162, 10th November 2014, in force since February 2015, that introduced the obligation to try to come to a friendly agreement before taking legal action, in which payment is requested - on whatever grounds - for amounts inferior to €50,000, except in cases for which the matters require compulsory mediation - see the following point - as well as for all lawsuits, independently of the value, for obtaining compensation for damages caused by the circulation of road or maritime traffic. The Party, before taking legal action and before further proceedings, shall attempt Assisted Negotiation, and shall be obliged to make use of a lawyer from the register of lawyers.
- **Compulsory mediation** a process in which an impartial third party (mediator) intervenes in order to help two or more people come to a friendly agreement in order to resolve a dispute by proposing a solution for the same, as provided for in the Italian Legislative Decree no. 28, 4th March 2010. The request for mediation with Vittoria Assicurazioni S.p.A shall be made to one of the mediation organisations indicated on the ANIA website, available through the following link [www.ania.it/CONSUMATORI/Mediazione.html](http://www.ania.it/CONSUMATORI/Mediazione.html). The matters for which mediation is compulsory are those concerning "condominium, actual rights, separation, inheritance, family pacts, estate, loans, business rental, damage reimbursement due to medical liability and press or other social media defamation, insurance, bank and financial contracts". Regarding the matters for which mediation is mandatory, the parties shall be assisted by a lawyer. The procedure is optional for disputes on compensation for damages caused by circulation of road or maritime traffic.
- **Joint Conciliation.** A simple and quick system for out-of-court resolutions of third party controversies with an insurance company, for which the request for compensation shall be no more than €15,000.00 It is fruit of an agreement between the ANIA (Italian National Association of Insurance Companies) and some Consumers Associations, with the aim of facilitating consumer/insurance

Provider relations and reducing controversies in the third party liability sector. In order to begin the procedure, download a form from any of the websites of the Consumers Associations adhering to the ANIA system, attaching a copy of the relevant documents (compensation request, CAI form, and any answers from the Company).

More detailed information on the activation process for the aforesaid procedure can be found on the website of this Company ([www.vittoriaassicurazioni.com](http://www.vittoriaassicurazioni.com)).

Paperwork can also be filed directly to IVASS, because of its exclusive authority, for claims regarding: verification that the Legislative Decree no. 209, 7th September 2005 – the Italian Insurance Code – and its related actuation laws are being followed, as well as the rules about remote sales to consumers of financial services by insurance or reinsurance companies, intermediaries and insurance consultants; international claims about financial services for which the complainant started the FIN-NET procedure.

Complaints made to IVASS must notably contain the name and address of the complainant, as well as the and telephone number, if available; specification of subject/s of the complaint; brief description of the reason for the complaint, copy of complaint already sent directly to the Company along with any response given by the same; every document useful for completely describing the circumstances of the complaint.

Complaints not dealt with by IVASS:

- a. Complaints about contractual relations management, notably regarding the attribution of liability and the quantification of insurance provision. These shall be addressed directly to the Company: should IVASS receive such a complaint, it shall forward it to the insurance company within 90 days of its receipt and also inform the complainants;
- b. Complaints already presented to the Legal Authority: IVASS shall inform the complainants that the same fall outside the scope of its authority;
- c. Complaints regarding verification that the instructions on the Unified Text about financial intermediation and its related rules, which regulate the soliciting of financial investment products sold by insurance companies, are being followed; also, complaints regarding the behaviour of the qualified personnel and insurance companies, when selling directly to customers, endorsing financial products sold by insurance companies, which have to be sent to CONSOB –via G.B. Martini 3 - 00198 Roma;
- d. Complaints concerning the observance of the provisions in the Italian Legislative Decree, no. 252, 5th December 2015, and the relative implementation rules that regulate transparency and the sale of complementary pension plans. These shall be sent to COVIP - Piazza Augusto Imperatore, 27 – 00186 Roma – Italia.

Should IVASS receive complaints regarding matters covered in c. and d., it will forward them without delay to the relevant authority and duly notify the complainants.

The client will always have the right to resort to the Legal Authority.

“Advisory notice”

For any requests for information regarding the contractual relation, other than Complaints, it is possible to:

- Freephone on: 800 016611
- access the special section on the company's website and fill in the FORM on <http://www.vittoriaassicurazioni.com/pages/forminformazioni.aspx>

Please see the Information Booklet on the website at [www.vittoriaassicurazioni.com](http://www.vittoriaassicurazioni.com) for any information updates (other than legal). Vittoria Assicurazioni S.p.A holds responsibility for the truthfulness and completeness of the data and news included in the Information Note herein.

#### 14. Arbitration

Should there be a disagreement regarding the cause or the nature of the injuries, or the assessment of the consequences attributable to the accident, the Parties can seek Arbitration.

In such cases, the Contracting person shall meet the costs of the Doctor, while the costs of the third party Doctor shall be shared equally.

For more details please see "Disputes and Informal Arbitration" in "General Conditions for all the Options".

#### "Advisory notice"

The contracting person will always have the right to resort to the Legal Authority. The Medical Board - Institute of Forensic Medicine office - closest to the residence of the Contracting Party/Insured Person

#### "Advisory notice"

For any requests for information regarding the contractual relation (other than complaints),

- Freephone on: 800 016611
- Send an email to: [info@vittoriaassicurazioni.it](mailto:info@vittoriaassicurazioni.it)

#### 15. Compulsory mediation

With the express exception of the arbitrary procedures set out in the policy for disputes over claims, for the settlement of all disputes over the contract, it is required by law that the Party intending to take legal action proceed with a mediation procedure before one of the licensed mediation Bodies.

For more details, please see "Mediation Procedure"

Please see the Information Booklet on the website at [www.vittoriaassicurazioni.com](http://www.vittoriaassicurazioni.com) for any information updates (other than legal). Vittoria Assicurazioni S.p.A holds responsibility for the truthfulness and completeness of the data and news included in the Information Note herein.

Delegate Administrator

Roberto Guarena



#### CLIENT AREA

In compliance with the IVASS Provision no.7, 16th July 2013, there is a new Client Area ("Area Riservata") available on the Vittoria website [www.vittoriaassicurazioni.com](http://www.vittoriaassicurazioni.com). This allows each client to consult their own insurance account when they register for this service. In order to register, just type in:

- Tax (or VAT) Code
- A valid email address

Follow the simple instructions that will be sent by email.

For more information on the service and for help using the system, Freephone: 800 016 611

# Italian Personal Data Protection Code, Disclosure, article 13 Legislative Decree no. 196 of 30 June 2003

In compliance with the privacy law, please find below information on the use of your personal data and your rights.

## The handling of personal data for insurance purposes (1)

In order to provide you with the requested or expected insurance services and/or products, our Company must have personal data about you – data collected from you or other parties (2) and/or data provided by you or third parties in compliance with the law (3) - and it must handle it, for insurance reasons, according to the ordinary and multiple activities and the insurance operating process. We therefore ask you to give your **consent** to handle any personal details, strictly necessary for the provision of the aforementioned insurance services and/or products. The **consent** that we ask of you is also with regard to any sensitive data (4) that is closely connected to the aforesaid provision of insurance services and/or products, the handling of which, as with the handling of other types of especially protected data (5), is permitted, within real strict limits of necessity, by the relative general authorities issue by the warranty for the protection of personal data. Furthermore, exclusively for the aforementioned objectives, the data can and shall be communicated, as appropriate, to third parties from the insurance sector or involved in merely organisational functions or those who carry out public activity - in Italy or abroad - as independent holders. All these third parties make up the c.d. "insurance chain" (6).

- 1 The "insurance purposes" necessarily require, keeping in mind also the recommendation of the Council of Europe REC (2002) 9, that the data be handled for: arrangement and stipulation of insurance policies; premium payment; claim settlement or payment for other services; reinsurance: coinsurance; prevention and spotting of insurance fraud and related legal actions; building, exercising and defending of the insurer's rights; fulfilment of other specific legal or contractual requirements; analysis of new insurance markets; internal management and control; statistical activities.
- 2 For example: third parties involved in the contractual relationship (insurance contractors where you are insured, beneficiaries, co-signers etc.); other insurance operators (e.g. agents, insurance brokers, insurance companies etc.); parties that, to respond to your requests, (e.g. insurance coverage, the settlement of a claim, etc.) provide business information; associate companies and consortium in the insurance sector (see note 6).
- 3 For example, under the law against money laundering, being the Legislative Decree n.231 of 11/21/2007 and the Legislative Decree no.109 of 06/22/2007 and subsequent amendments. In compliance with the aforementioned laws, the Company is obliged to identify clients also for the purposes of identifying abnormal activities, which will be forwarded to the Italian Financial Intelligence Unit (UIF). For this reason, failure to provide the required data could make it impossible to carry out the requested operation.
- 4 This is the data referred to in article 4, subsection 1, part d. of the Code and are relative to health situation and political opinions, trade union membership and religious beliefs.
- 5 For example, data about legal proceedings or investigations.
- 6 Depending on the type of service relationship, the data could be passed on to D.A.S. Difesa Automobilistica Sinistri S.p.A., MAPFRE Assistenza Italia, who will handle them both electronically and on paper in order to provide the services requested in the relevant contracts; the data can be passed on to certain third parties specifically appointed to provide instrumental services, or necessary for the carrying out of duties, to the service providers in Italy or abroad. Furthermore, the data can be passed on to any of the following actors:
  - Insurers, co insurers and re insurers; agents, sub agents, insurance and reinsurance mediators, manufacturers, and other insurance contract acquisition actors; banks, savings management companies, sim; attorneys; experts;
  - premium income service companies; service companies that take care of the management, settlement and payment of claims, among which the operative assistance centre, agreed upon clinic; IT and communications or record keeping service companies; postal services companies (for transmission, mailing, transportation and sorting of mail to and for customers); auditing and counselling companies (indicated in the balance statements); business information on financial risks companies; anti-fraud service companies; debt collection agencies;
  - companies in the same Group as our Company (controlling, controlled or connected, including indirectly, under the provisions of the current law);
  - ANIA (Italian National Association of Insurance Companies, Via della Frezza, 70 - Rome), for the collection, processing and reciprocal exchange with insurance companies, to which data can be passed on, including elements, news and data

instrumental for the purposes of insurance activity and the protection of the rights of the insurance industry from fraud;

- Consortium organisations from the insurance sector - which operate in mutual exchange with all insurance companies to which the data can be communicated – namely:

-fire insurance: the Italian Nuclear Insurance Pool (Via dei Giocchi Istmici, 40 - Rome) for the



The **consent** that we ask of you is also for our communications and transfers, including the specific handling, communication and transfer within the "insurance chain" carried out by aforementioned actors. Please note that without your data we cannot fully or in part provide you with the aforementioned insurance services and/or products.

Except for the sensitive data, the aforementioned collected data are also handled by the Company for business and marketing purposes, to inform and promote products and services, to check on the quality of the services provided or on the level of customer satisfaction, for market research, etc. The aforementioned activities shall be directly carried out by the Company or by third parties listed at the end of the disclosure (6), who will carry out the aforementioned activities for the Company.

At the time of the stipulation of the contract, you will be asked to give your consent also for these purposes.

#### Personal data conditions of use

The data is handled (7) by our Company - the handling proprietor - only with methods and procedures, both computerised and telematics, strictly necessary to provide insurance services and/or products requested by you or in your favour; the same methods and procedures are also used when the data is passed on – in Italy or abroad – for the above-mentioned purposes to the aforementioned actors herein, who shall also handle them using only methods and procedures strictly necessary for the specific purposes indicated herein and in compliance with the law. In our Company, data is handled by all employees and associates in their respective roles and in compliance with the given instructions, always and only to accomplish the specific goals indicated herein; the same goes for the third parties who receive the data already mentioned in this disclosure.

For the assessment of atomic risks and/or taking on and subsequent repatriation of the same in reinsurance and/or retrocession between insurance companies consortium.

- General third party insurance policies The Italian Third Party Insurance Pollution Pool (Via Fatebenefratelli, 10 - Milan), for pollution risk assessment and/or taking on and subsequent repatriation of the same in reinsurance and/or retrocession between insurance companies consortium.
  - CONSAP - Concessionaire for Public Insurance Services (Via Paisiello, 33 - Rome) that, depending on the specific laws, manages the liquidation of the road traffic third party consortium account, the warranty Fund for road accident victims, the warranty Fund for Hunting Victims, the administrative aspects for the Solidarity Fund for extortion victims and other consortia, already established or to be established, the reinsurance of agricultural risks, the legal transfer quota of life insurance;
  - liquidation commissioner for insurance companies in receivership (provisions published in the "Gazzetta Ufficiale"), for the management of commitments taken up before the liquidation of claims;
  - IVASS - the Italian Institute for the Supervision of Private and Shared Insurance, (Via del Quirinale, 21 - Roma), under Law no. 576, 12th August 1982 and Law no. 137, 26th May 2000;
  - as well as other actors, namely: The UIF -Italian Financial Intelligence Unit - Banca d'Italia (Largo Bastia, 35 - Rome), under the law against money laundering, article 13 of Law no. 15, 6th February 1980; Central Accident Record (Via Santuario Regina degli Apostoli, 33 - Roma), under the Legislative Decree, 23rd February 2000, no. 38;
  - CONSOB - National Commission for Companies and the Stock Exchange (Via G.B. Martini, 3 - Rome), under Law no. 216, 7th June 1974.
  - The Italian Ministry for Employment and Social Security (Via Flavia, 6 - Rome), under article 17 of Legislative Decree no. 124, 21st April 1993; Institutions for the management of obligatory social insurance, namely INPS (Via Ciro il Grande, 21 - Rome), IMPDAI (Viale delle Province, 196 - Rome), INPGI (Via Nizza, 35 - Rome), etc. Ministry for Economy and Finance - Tax Register (Via Carucci, 99 - Roma), under article 7 of D.P.R. No. 605, 29th September 1973;
  - Agricultural consortium for protection from hail and other natural events which, based on the laws on agricultural risks, can function as delegates for insurance companies for damages caused by hail and frost (the consortium where the insured is enrolled);
  - Judiciary; Police (P.S.; C.C.; G.d.F.; VV.FF; VV.UU.); other actors or databases to which it is obligatory to divulge data; For business and marketing purposes, the data can be passed on to and handled by the following parties: companies that form part of the Vittoria Group (including controlling, controlled or connected, including indirectly, under the provisions of the current law); companies that specialise in commercial information and promotion, market research and investigation on service quality and customer satisfaction; other insurance companies; agents, sub-agents, insurance and reinsurance mediators, manufacturers and other insurance contracts acquisition actors, banks and SIM.
- 7 Handling can include the following action, as provided for in paragraph 4, subsection 1, part a) of the Code: collection, recording, organisation, preservation, processing, modification, selection, extraction, comparison, utilisation, interconnection, blockage, communication, cancellation, destruction of data; however, divulging data is prohibited.

We use trusted partners, sometimes working abroad, to carry out all activities. They take care of the technical and organisational tasks for us (8); as do the parties already indicated in the disclosure herein, to whom data is passed on.

The above **consent** obviously includes the conditions, procedure communication and transfer indicated herein.

### **The rights of the concerned person**

You have the right to know, at any given time, what data the individual handling proprietors have, that is what data is with our Company and what is with the aforementioned parties to whom we pass it on, and how it is being used. You also have the right to update, integrate, rectify or cancel, to ask for its blocking and to contest its handling (9).

In order to exercise your rights, please contact Vittoria Assicurazioni S.p.A. - Customer Help Service ("Assistenza Clienti,"), Via Ignazio Gardella n. 2 - 20149 Milan (Freephone 800 016611 - email: [info@vittoriaassicurazioni.it](mailto:info@vittoriaassicurazioni.it))(10).

8 These actors are either companies or individuals and are our direct associates. They are responsible for the handling of our data. When, however, they work independently as separate handling "proprietors", they are considered, as previously explained, as part of the c.d. "insurance chain" with organisational functions (please see note 6).

9 Such rights are provided for and regulated by articles 7-10 of the Code. Cancellation and blocking is for data that has been handled illegally. A legitimate interest is required for integration Material and commercial advertising, direct selling and market research can always be opposed. In other cases, there needs to be a legitimate reason for opposition.

10 The complete and updated list of all parties to whom data is passed on and of those who are responsible for its handling. There is also a list of the types of parties who will come to know the data as people responsible for handling. The said lists are freely available from the Service indicate in the Disclosure.

# Glossary

Below is a list of terms relative to all the options specified in the chapter “Insured Risks”, to which the Parties attribute the following meanings:

**Insured person**

The person whose interests are protected by the insurance cover.

**Circulation**

Circulation of vehicles in motion on the road, including also those momentarily stationary on public roads or equivalent areas, or all public or private property areas that are open to public traffic.

**Contracting Person**

The person who enters into the contract.

**Compensation**

The sum owed by Vittoria in the event of an accident.

**Vittoria**

VITTORIA ASSICURAZIONI S.p.A., via Ignazio Gardella, 2 – 20149 Milan

**Accident**

The occurrence of the damaging events covered by the insurance policy.

**Vehicles**

Mopeds, motorbikes, three-wheeled vehicles, motorcars and trucks.

# Personal Accident Section

## A) Injury to the driver

### “GENERAL CONDITIONS FOR ALL THE OPTIONS”

#### Uninsurable Persons

Regardless of any evaluation of their health status, the following people are uninsurable: persons affected by alcoholism, drug addiction, AIDS or epilepsy that has not been clinically proven to be completely and permanently controlled by specific treatment; persons affected by the following illnesses: organic brain syndromes, schizophrenia, forms of manic-depression, paranoid disorders, as well as pathological conditions that pursuant to the law in force at the time of the accident entail that the Insured person's drivers licence be revoked. The insurance shall cease when these illness become manifest and any part of the premium payment that was not used shall be reimbursed upon the Contracting Party's request.

#### Right of Vittoria to change the premium conditions

On the annual expiry date, the contract can be renewed with different premium conditions to those previously agreed upon. The new fee conditions shall be considered accepted by the Contracting Party on payment of the premium and when Vittoria issues the contractual document indicating the new fee conditions.

#### Extension of Contract

##### (Only for contracts concluded without third party insurance)

should neither of the Parties cancel the contract and should it be concluded for no less than one year and it comes to the expiry date, it shall be extended for a period equal to the original period (except the part of the year), and so on.

The cancellation of the contract shall be sent by fax or registered mail at least fifteen days before the expiry date indicated in the policy;

Should the contract have been issued as a replacement of another one-year contract for the outstanding period of the same, this shall not be deemed to be of a lesser duration and therefore, in the absence of a valid cancellation, shall be extended as provided for in the previous subsection.

Should there be fee changes, the Contracting Party can withdraw from the insurance agreement by a written communication sent by signed delivery or given in person, or else sent by fax to the Vittoria office or the Agency to whom the policy has been assigned, before the day that the contract expires. In such cases, the grace period provided for in article 1901, subsection 2 of the Civil Code shall not be applied in the Contracting Party's favour (reminder period).

Should the contract be concluded without tacit renewal, it shall be terminated on the expiry date: in such a case, the grace period provided for in article 1901, subsection 2 of the Civil Code shall not be applied.

#### Age limits

The insurance covers persons under the age of 80 (eighty). Should the contract be concluded in the “number plate” form, the insurance is valid only if after the accident it is certified that the person driving was eighty years old or younger. Should the aforesaid age be reached during the course of the policy duration, the insurance shall remain valid until the following annual expiry date of the premium and will cease at this time. Any collection of expired premiums,

once the aforementioned date age has been reached, cannot be in opposition to the objectives of the insurance validity and the premiums that have been paid and not used shall be repaid on the Contracting Party's request.

### **Reporting the accident and related requirements**

The injury report, including a detailed description of the said injury and of its causes and consequences, accompanied by the original medical certificate must be sent to Vittoria Management or to the agency to whom the policy is assigned or to within five days of the accident or the soonest possible moment for the Insured Person/Contracting Party or those also covered. In the event of injury, the Insured Person shall seek treatment from a doctor and follow their instructions as well as periodically inform Vittoria on the progress of their injuries.

The Insured Person or their family members or those also covered shall consent to attending Vittoria medical visits and any investigations deemed necessary, thus releasing the doctors who visited and treated the Insured Person from their obligations of professional secrecy for the these purposes.

The costs of treatment and certificates shall be covered by the insured person. Vittoria is not obliged to make upfront compensation payments.

### **Disputes and Informal Arbitration**

Should there be disputes over the cause or the nature of the injuries or the assessment of the consequences that re attributable to the accident, the Parties can jointly agree, in writing and subject to the policy limits and conditions, to consult a Board of three doctors, one appointed per Party and the third by mutual accord or, on the other hand, by the Medical Council (Consiglio dell'Ordine dei Medici) that has jurisdiction in the place where the board must meet.

The Medical Board - Institute of Forensic Medicine office - closest to the residence of the Insured Person Each Party shall cover the expenses and payment of their own doctor appointed for this purpose, and equally sharing the costs of the third doctor.

The decisions made by the Medical Board are taken by voting and do not require legal formalities. They are binding between the Parties who, up to that point, shall not take any legal action except in cases of violence, wilful misconduct, error or infringement of contractual agreements. The results of the arbitrary procedure shall be made into a report to be drafted in duplicate, one for each Party. The decisions made by the Medical Board are binding for the Parties even if one of the doctors refuses to sign the relative report; such a refusal shall be certified by the arbitrators in the final report.

### **Withdrawal of contract because of changes to the law**

Should there be changes to the law regarding road traffic, Vittoria and the Contracting Party reserve the right to withdraw from the contract with 15 days' notice by registered mail. In such an event, the Contracting Party shall be reimbursed the amount of the premium already paid for the uncompleted risk period.

### **Mediation proceedings**

Except for disputes over compensation of damages caused by maritime and road traffic and without prejudice to prior fulfilment of the procedure laid down in the policy for the settling of any possible disputes over requests for compensation for duly registered Injury, for all disputes over or somehow connected to this contract, for which no friendly agreement has been agreed upon and for which the intention is to bring the case to court, attempting preliminary mediation is a procedural condition, according to article 5 of Italian Legislative Decree no. 28, 4th March 2010, and subsequent amendments (henceforth "Decree 28"). The attempt at mediation shall take place before one of the mediation Bodies, sometimes chosen by the

Applicant from those present in the place of the judge of the territorial jurisdiction. The Party called to mediation (either Vittoria or the Contracting Party) reserves the right to non-participation in the mediation procedure through written notice to the mediation body explaining their reasons for not participating. Should the chosen Body's regulations allow for mediation to take place remotely (online), the mediation should begin and be carried out in such a form, even if only one of the two Parties takes part.

In any event, the plaintiff shall:

1. indicate at the mediation hearing the information on the subject of the dispute (e.g. Number and date of claim, policy number), as well as giving the Mediation Body the following PEC (certified electronic mail) address so as to notify the Company of the relevant hearing: [mediazione@pecvittoriaassicurazioni.it](mailto:mediazione@pecvittoriaassicurazioni.it)
2. Request the first mediation meeting from the Mediation Body with at least 15 working days' notice.

The mediation regulations of the chosen Body, approved by the Ministry of Justice, shall be applied to the attempt. The location, regulations, forms and tables of the compensation in force at the moment the procedure is activated can be consulted on the website of the chosen Body.

### **Cases of Permanent Disability**

Should the injury cause a partial Permanent Disability, the compensation shall be calculated with reference to the specifications in "Compensation Criteria" and "Table for the assessment of Permanent Disability cases"

### **Compensation Criteria**

Vittoria shall only compensate injuries that are independent of pre-existing or subsequent physical or pathological conditions; therefore, the influence that the injury could have had on such conditions and the effects that such conditions could have on the injuries caused by the accident, are indirect consequences and thus not covered by the policy. Equally, in the case of pre-existing mutilations or physical defects, compensation for Permanent Disability shall only be paid for the direct consequences of the accident, as if the person affected was completely healthy, without taking into consideration the greater damage caused by the pre-existing condition, as established in the article "Uninsurable persons".

For the assessment of visual and hearing impairments, the quantification of degree of Permanent Disability shall be used, keeping in mind the eventual possibility of corrective measures.

For impairments to upper limbs, for left-handed persons, the percentage of disability set out for the right side shall be applied to the left side, and vice versa.

Should the injury cause impairment to more than one of the body parts and/or joints of one single limb assessment using mathematical criteria shall be used so as to best decide upon the value that corresponds to the total anatomical loss of the limb.

Total or partial loss, anatomical or functional, of more organs or limbs entails the application of a percentage of disability equal to the sum of the single percentages calculated for each injury, so as to best decide upon the value of 100%.

In the event of hernias included in the warranty, the compensation shall be awarded as follows:

- Should the hernia be operable, Vittoria shall award a fixed degree of permanent disability equal to 1% with a compensation cap of €3,000.
- Should the Hernia not be operable, Vittoria shall award debilitating consequences capped at 9% of the Total and Permanent Disability. The settlement shall be paid net set the excess charges.

These maximum covers are valid even if the hernia is bilateral. Should there be disagreement on whether the hernia can be operated upon or not, the issue shall be passed on to the Medical Board, provided for in the article "Disputes and Informal Arbitration".

For cases of Permanent Disability not specified in the "Table for the assessment of Permanent Disability cases", the compensation shall be established using reference to the aforementioned value and criteria, keeping in mind the entire reduction of working capacity, regardless of the Insured Person's profession.

The right to compensation for personal Permanent Disability cannot be transferred to heirs. However, should the Insured Person die from something other than the injury after the compensation has been definitively offered and not yet paid, Vittoria will pay the heirs of the Insured Person the amount offered, according to the regulations of testate succession or other legitimate norms.

#### **Table for the assessment of Permanent Disability cases**

Should the injury cause definitive partial Permanent Disability, the degree of Permanent Disability is also ascertained using conventional reference to the values specified in the following table:

Cases of Total and Permanent Disability	%
Total loss, anatomical and functional of:	
An upper limb	70%
A hand or forearm	60%
A thumb	18%
An index finger	14%
A middle finger	8%
A ring finger	8%
A pinkie	12%
The top phalange on a thumb	9%
A phalange on other fingers of the hand	1/3 of the
Stiffness of the scapular humeral with limb in favourable position but with immobility in the scapular	25%
Stiffness of elbow, at an angle between 120° and 70° with free prono-supination	20%
Stiffness of wrist in straight extension with free prono-supination.	10%
Total paralysis of radial nerve	35%
Total paralysis of ulnar nerve	20%
Amputation of a lower limb:	
Above half of the thigh	70%
Below half of the thigh but above the knee	60%
Below the knee but above the third of the leg	50%
A foot	40%
Both feet	100%
A big toe	5%
Any other toe	1%
The top phalange of the big toe	2.5%
Stiffness of the hip in favourable position	35%

Stiffness of the knee in extension	25%
Stiffness of the ankle at a right-angle with stiffness of the subtalar joint	15%
Total paralysis of the Common Peroneal Nerve	15%
An eye	25%
Both eyes	100%
Total deafness in one ear	10%
Total deafness in both ears	40%
Absolute nasal stenosis on one side	4%
Absolute nasal stenosis on both sides	10%
Thigh Bone fracture effects	1%
effects of fracture the the vertebral colon with deformation to:	
a vertical vertebra	12%
A dorsal vertebra	5%
12a dorsal	10%
A lumbar vertebra	10%
Effects of fracture of median sacral	3%
Effects of fracture to the coccygeal median with deformed	5%
Consequences of distortion of the cervical spine with muscular contraction and limitation of movement of the head and neck	2%
Physical loss of a kidney	15%
Physical loss of the spleen without significant undermining of the blood composition	8%

### Injury to the cervical spine

In the case of injury covered by the policy that involves **injury to the cervical spine** (“whiplash”), certified by documents issued by the presiding Accident and Emergency unit, a degree of permanent Disability equal to 1% shall be awarded with the maximum cover of €1,000, without obliging the damaged person to have forensic examinations.

### Uninsured risks

The following injuries are not covered:

- a) Caused by the driving of any motor vehicle if the driver is not legally allowed to drive, except in a accident caused by a driver who has a license that has expired less than a year before the said incident, provided that it is renewed within six months of the accident, subject to the same conditions of validity and previously existing provisions, and able to drive the vehicle of the same category as the one involved in the accident. Exceptions shall be made for cases in which the absence of renewal is due to the physical consequences to the driver in the accident;
- b) The vehicle is driven by a person under the influence of alcohol and who has been found to infringe article 186 of the Traffic Code and subsequent amendments;
- c) The vehicle is driven by a person under the influence of drugs and who has been found to infringe article 187 of the Traffic Code and subsequent amendments;
- d) During circulation in airport premises, where private vehicles do not have the right of access



- e) During circulation on the runways (race tracks, etc.)
- f) Caused by the participation of the vehicle in races, competitions or sporting competitions, during the related tests and preliminary and final trials prescribed by the race;
- g) In the event of circulation against the will of the owner, the user, buyer under retention of title or the lessee in the case of financial leasing, from the day after the complaint is made to the public security authorities;

#### FOR DRIVING SCHOOL VEHICLES

\_While a learner is driving, should they not be accompanied by a legally qualified driving instructor.

#### FOR VEHICLES WITH TEST PLATES

\_(article 98 of the Italian Road Traffic Code and subsequent amendments), if the circulation occurs without observing the laws and regulations that regulate its use.

#### FOR HIRED VEHICLES WITH DRIVER

\_If the hiring is carried out without the prescribed license, or the vehicle is not driven by the owner, by one of their employees or a legitimate collaborator qualified to drive (Law 21/1992).

- h) By disease, infection, intoxication;
- i) by acts of wilful misconduct on behalf of the Insured Person.
- l) That are direct or indirect consequences of transporting the nucleus of the atom or radiation artificially provoked by the acceleration of atomic particles and by ionised radiation and nuclear waste explosions;
- m) Caused by a state of acute drunkenness, abuse of pharmaceuticals, and non-therapeutic use of drugs or hallucinogenic
- n) Taking place on the occasion of participation in reckless undertakings, for example brawling, unless these acts are carried out by the Insured Person for reasons of human solidarity, legitimate defence, without prejudice to the other exclusions set out in the present article;
- o) Epileptic fits.

Furthermore, the warranty does not cover the consequences of operations, check-ups and medical treatment not made necessary by the injury, hernias not caused by trauma and subcutaneous breakage to tendons.

#### Reference to legislative regulations

For all issues not expressly regulated, the legislative regulations shall be applicable.

## INSURED RISKS

### **“CARD (Italian direct compensation procedure) INJURY” OPTION**

#### Glossary

##### **Injury**

It shall be deemed an “injury” if, in the event of a CARD claim, to which are applied the direct compensation regulations under articles 149 and 150 of the legislative decree, no. 209, 7th September 2005 and the relative implementation regulations (d.p.r. 18th July 2006, no. 254 and subsequent amendments) that produce objectively contestable physical injuries, which result in permanent disability.

In every case, the event must have an accidental, violent and external cause.

##### **CARD accident**

Incident caused by circulation on the road, to which the direct compensation regulations under articles 149 and 150 of the legislative decree, no. 209, 7th September 2005 and the relative implementation regulations (d.p.r. no. 254, 18th July 2006) and subsequent amendments are applied.

##### **Vehicles**

Mopeds, motorbikes, three-wheeled vehicles, motorcars and trucks.

#### **SCOPE OF INSURANCE**

The insurance only covers injury to the driver while driving the vehicle insured by Vittoria and in the event of a CARD accident.

Only cases of “Permanent Disability” are insured.

The insurance is provided “**by number plate**” and is valid if:

- The driver is legally qualified to drive;
- The Contracting Party or whoever has the right gives consent for use of the vehicle;
- The vehicle is insured with Vittoria third party warranty.

##### **Activating the warranty**

Compensation is only paid in the event of partial or total liability on behalf of the Insured Person as a result of the Accident CARD investigation for the third party warranty from Vittoria. Should the Insured Person have total liability, Vittoria shall pay compensation taking into account the insured capital; in the event of shared liability, to whatever degree, of the Insured Person, Vittoria shall pay compensation taking into account the insured capital reduced by 50%.

**Should the Insured Person have no liability, and total liability has been attributed to a third party, Vittoria will not pay any compensation.**

In the event of a dispute over the degree of liability and if the Insured Person begins legal proceedings, in order to determine the degree of responsibility, please refer to the degree of responsibility defined by the results of the first instance trial. Should the dispute not be settled within one year of the beginning of the first instance trial, Vittoria shall pay the Insured Person, a fixed amount equal to 50% of the compensation, as specified in the policy.

### **Extension of Contract**

Should the contract be concluded without tacit renewal, it shall be terminated on the expiry date: in such a case, the grace period provided for in article 1901, subsection 2 of the Civil Code shall not be applied.

### **Permanent Disability Cases - Determining the compensation**

The compensation is calculated on the insured sum, taking into account:

- the degree of responsibility, total or partial;
- The degree of Permanent Disability ascertained by the Vittoria doctor also with reference to the value specified in the table in the article, "Table for the assessment of Total and Permanent Disability cases" of the "General Conditions for all the Options".

Vittoria shall only compensate objectively ascertainable physical injuries that cause Permanent Disability, with a cap of 9%. Therefore, should debilitating consequences over 9% be established, Vittoria shall compensate a maximum degree disability equal to 9%.

Excess charges for cases of Partial Permanent Disability

### **Geographical scope**

The insurance is valid within the territory of the Republic of Italy

## Glossary

### Breakage of bones

Interruption of the continuity of a bone, whether partial or total, instrumentally ascertained to be produced by an accidental, violent and external cause (pathological fractures, spontaneous fractures and removal of cartilage are excluded)

### Injury

Incidents are considered injury if they are due to an accidental, violent and external cause that produce objectively ascertainable physical injury, which either cause death, permanent disability, hospitalisation in a treatment centre, bone breakage, reimbursement of medical expenses.

### Treatment centre

The public hospital, clinic or care centre, legally authorised to hospitalise sick persons, except the terminally ill, cases of convalescence and residence.

### Hospitalisation

Being an in-patient in a Healthcare centre for at least one night.

## SCOPE OF INSURANCE

The insurance is provided amounting to the sums specified in the policy, solely for case of injury to the driver during circulation of the insured vehicle.

The following cases are insured: “Death”, “Permanent Disability”, “hospitalisation” and “reimbursement of medical expenses”.

The insurance is provided in the following forms:

- A. By name
- B. By number plate

The warranty is valid, in both its forms, if the driver is legally qualified to drive.

Only for the “number plate” form, the warranty is valid if the Contracting Party or whoever has the right gives consent for use of the vehicle;

Without prejudice to the above, the insurance is valid from the moment in which the Insured Person:

- a. gets into the vehicle until leaving it;
- b. Is on the ground while carrying out operations strictly necessary for re-starting the car after a break-down of the vehicle, caused by failure or malfunction during circulation;
- c. is on the ground, trying to signal to other drivers who are approaching a potentially dangerous situation in the event of an accident or break-down of the vehicle.

### Warranty extensions

Without prejudice to the provisions in the article “Uninsured Risks” of the “General Conditions for all the Options”, the insurance includes injuries caused by:

- Illness or unconsciousness;

- Falling rocks, stones, trees and other such, as well as avalanches and landslides;
- Caused by fire, explosion, blow-out, taking place while the vehicle is in circulation.

The following are also considered injuries:

- Sun and heat stroke;
- Asphyxiation not caused by illness;
- Drowning after an accident in the vehicle specified in the policy;
- Exposure or freezing, electrocution;
- Acute poisoning caused by ingestion or absorbing of substances.

### **Injuries caused by grave error - popular unrest - war risks**

As a partial exception, the insurance covers:

- according to article 1900 of the Civil Code, injuries caused by grave error on behalf of the Insured Person
- according to article 1912 of the Civil Code, injuries caused by popular unrest, on the condition that the Insured Person did not take an active part in it, as well as injuries suffered abroad (except in the Vatican City and the Republic of San Marino) because of a state of war, civil war, invasion, hateful acts, hostility (by declared war or not), for the maximum period of 14 days from the beginning of the hostilities, if the Insured Person is surprised by the aforementioned events while travelling abroad.

### **Cases of death**

If the injury results in death, Vittoria shall pay the corresponding insured sum in equal part to the designated beneficiaries, or in the absence of a designation, to the heirs of the Insured Person.

The compensation for cases of death cannot be combined with that for Permanent Disability.

However, if after the payment of compensation for Permanent Disability, the Insured Person dies as a consequence of the same injury, Vittoria will only pay the beneficiaries the difference between the compensation for death, if it is more, and the amount already paid out for Permanent Disability.

### **Presumed Death**

Vittoria shall pay the compensation set out for death if, after an accident that can be compensated according to the policy, the body of the Insured Person is not found and they are presumed to be dead.

In such cases the compensation shall be paid to the beneficiaries:

- After at least 180 days from the presentation of the request for the declaration of presumed death, according to the terms in article 60 to 62 of the Civil Code;
- Provided that in the meantime, no circumstances arise that could annul compensation for the injury.

Should it arise that, once compensation has been paid, the death is not verified and there is no case for compensation, Vittoria shall have the right to a full reimbursement of the sum paid.

Once the whole sum has been repaid by the beneficiaries or on behalf of them by the Insured Person, the same Insured Person could exercise their rights to Permanent Disability that could be due in the aforementioned event.

### **Permanent Disability Cases - Determining the compensation**

The compensation is calculated on the insured sum taking into consideration the degree of Permanent Disability ascertained by the Vittoria doctor and referring to the

### **Excess charges for cases of Partial Permanent Disability**

Compensation for Partial Permanent Disability is paid as follows:

- On the part of the insured sum up to €100,000, the compensation for Partial Permanent Disability shall be awarded without any excess charges.
- On the part of the insured sum over €100,000:
  - for Partial Permanent Disability equal or inferior to 3%, no compensation shall be paid;
  - for Partial Permanent Disability over 3%, the compensation awarded only for the quota of Permanent Disability over 3%;

If the degree payable of Partial Permanent Disability, also taking into account the provisions in the article “Compensation Criteria” in the “General Conditions for all the Options”, in the case of pre-existing physical and pathological conditions, is equal to or above 70% of the total, Vittoria shall pay compensation as if the Permanent Disability were total, paying the entire insured sum for the case of Permanent Disability.

### **Extra Compensation for serious disabilities.**

In the event of a covered injury in the policy, which has as a direct and exclusive consequence an ascertained Permanent Disability of a degree over 65% of the total, Vittoria shall pay for a maximum period of three years an extra compensation of 15% annually of the insured sum for which the injury is insured, with a limit of €13,000 per year.

### **Seatbelts**

Should an accident cause death or Permanent Disability the insured sum for the case of death and Permanent Disability specified in the policy shall be reduced by 50% if the driver, at the time of the accident, was not wearing a properly secured seatbelt.

### **Hospitalisation after an injury - Bone Breakage**

- a) Should an injury (not excluded in the policy) render hospitalisation in a healthcare centre necessary, Vittoria shall cover overnight stays for a maximum of 300 days per insurance year, the amount of compensation agreed upon in the policy. The compensation for hospitalisation shall be paid from the day of the hospitalisation until the discharge of the patient.
- The day of entrance and discharge from the healthcare centre are considered as one single day, no matter what the time of the hospitalisation and the discharge.

In the event of broken bones, as an alternative to the warranty, “Hospitalisation after an Injury”, the Insured Person can opt for the payment of the compensation covered in the following point b).

- b) As an alternative to the warranty, “Hospitalisation after an Injury” or should the injury not have resulted in hospitalisation, in the event of broken bones, Vittoria shall pay a daily compensation of the same amount as that due for hospitalisation, for each day of initial prognosis from the Accident and Emergency report, from the medical records or equivalent specialist medical certification.
- If, after the initial prognosis, another period is necessary in order for the bone to mend (instrumentally ascertained circumstances), Vittoria shall pay half of the insured compensation for each day. Altogether, Vittoria shall pay daily compensation for a maximum period of 30 days per incident and per insurance year.

In the case of broken bones, the Insured Person or those also covered, apart from being obliged carry out what is set out in the article "Reporting the Injury and related obligations" shall present a copy of radiological documents, NMR and CAT scan, Accident and Emergency report, medical records or equivalent specialised medical certification.

### **Reimbursement of medical expenses following an injury**

In the event of an injury covered by the policy, Vittoria shall reimburse, up to the amount specified in the policy for one or more accidents taking place in the same insurance year, the actual costs of:

- a) Healthcare services during hospitalisation, with or without surgery:
  - Payment to the surgeon, aid, assistant, anaesthetist and every other person present at the surgery, operating theatre fees, surgery materials, end prosthesis and therapeutic equipment used during the operation.
  - Hospital charges, capped per day at 2% of the amount specified in the policy.
  - Care from doctors and nurses, treatments, physiotherapy, medicine check-ups and diagnostic tests.
- b) Healthcare services after hospitalisation:  
Specialist visits, diagnostic tests, physiotherapy, and thermal cures (except for spa hotel expenses), in the ninety days following hospitalisation provided they are prescribed by the doctor in charge;
- c) The transport of the Insured Person in ambulance to the healthcare centre, from one healthcare centre to another, up to 10% of the insured capital, capped at €500 (the need for such transport shall be certified by a doctor);
- d) First purchase of orthopaedic prostheses, including as replacements for physical body parts, made necessary by the injury, the costs of buying or hiring (for a year) orthopaedic wheelchairs, as well as the costs of buying means of restraint, to the amount of €500.
- e) Treatment and applications, including reconstructive plastic surgery, carried out within two years of the injury and provided that the policy is still in force, rendered necessary in order to reduce or remove the consequences of the aesthetic damage caused by the injury, to the amount of 20% of the insured sum, with a cap of €750.

For healthcare treatment following hospitalisation relative to physiotherapy and means of restraint, the reimbursement shall be paid if the Permanent Disability is more than 3% of the total.

In the event of injury, the Insured Person or those also covered, apart from fulfilling the obligations set out in the article "Reporting the Injury and related obligations", shall provide a full copy of the medical records (in the event of hospitalisation), medical documents relative to the treatment, as well as duly receipted invoices and receipts.

The reimbursement shall be paid once treatment is finished.

Vittoria shall pay the Insured Person a fixed compensation of €50 for each accident involving hospitalisation for the cost of issuing the medical records relative to the reported accident.

**Geographical scope**

The warranty is valid throughout the world. In every case, the compensation shall be paid in Italy in the legal currency at the time of the accident.

**SPECIAL CONDITIONS****Special passenger conditions****(Only valid for cars used for private purposes)**

This warranty is extended to passengers of the vehicle specified in the policy, for the same insured sums as the driver. The warranty is only valid if:

- The driver is legally qualified;
- The number of seats occupied is equal to the number specified in the vehicle registration certificate;
- The vehicle is not used for anything other than what is specified in the vehicle registration certificate;
- The Contracting Party or whoever has the right gives consent for use of the vehicle;



# “INJURIES TO THE DRIVER IN FREE TIME” OPTION

## Glossary

### Breakage of bones

Interruption of the continuity of a bone, whether partial or total, instrumentally ascertained to be produced by an accidental, violent and external cause (pathological fractures, spontaneous fractures and removal of cartilage are excluded)

### Injury

Incidents are considered injury if they are due to an accidental, violent and external cause that produce objectively ascertainable physical injury, which either cause death, permanent disability, hospitalisation in a treatment centre, bone breakage, reimbursement of medical expenses.

### Treatment centre

The public hospital, clinic or care centre, legally authorised to hospitalise sick persons, except the terminally ill, cases of convalescence and residence.

### Household members

The Contracting Party's household is made up of the spouse more uxorio partner, children for whom they are legally responsible, even if not living with them. All members shall be registered, together with the Contracting Party in one same registry office family status certificate at the time of the accident.

### Hospitalisation

Being an in-patient in a Healthcare centre for at least one night.

### Private Life

All activity that is not for work or professional reasons (primary or secondary) or any occasional working activity.

Academic activity for students, work applied by the government to their own house, garden, vegetable garden, as well as for shared family objectives, are not considered “working activity” in regard to this warranty and come under the definition “Private Life”.

## SCOPE OF INSURANCE

The insurance, up to the amount specified in the policy, is valid in the event of injuries that the Contracting Party and the members of their household suffer depending on the circumstances of the Private Life.

Included are injuries suffered by the Insured Persons as:

- Drivers or passengers in the insured vehicle.
- Passengers on public transport, on land or sea, on private service buses, aeroplanes or helicopters, within the limits provided for in the article, “Aircraft Injuries”.

### General conditions for all options

The insurance is valid from the moment in which the Insured Person:

- a. Gets into the means of transport until leaving it;
- b. On the ground while carrying out operations strictly necessary for

Re-starting after a break-down of the vehicle, caused by failure or malfunction during circulation;

- c. Is on the ground, trying to signal to other drivers who are approaching a potentially dangerous situation in the event of an accident or break-down of the vehicle.

The following cases are insured: "Death", "Permanent Disability", "hospitalisation" and "reimbursement of medical expenses".

The insurance covers the Contracting Party (individual) specified in the policy and members of their household.

### Extensions

Without prejudice to the provisions in the article "Uninsured Risks" of the "General Conditions for all the Options", the insurance includes injuries caused by:

- Illness or unconsciousness;
- Immersion in apnea;
- Hydro ski and ski activity (also in zones that are equipped with glaciers for the purpose);
- Communal game and sporting activities, provided that they are of an amateur and recreational nature and excluding those specified in the article "Uninsured Risks" in "General conditions for all options"

The following are also considered injuries:

- Sun and heat stroke;
- Asphyxiation not caused by illness;
- drowning;
- Exposure or freezing, electrocution;
- Acute poisoning caused by ingestion or absorbing of substances.
- Torn muscles
- Diseases caused by bites from animals, except spider and insect bites, for the latter, those of which the insects are necessary carriers.

### Injuries caused by grave error - popular unrest - war risks

As a partial exception, the insurance covers:

- according to article 1900 of the Civil Code, injuries caused by grave error on behalf of the Insured Person
- according to article 1912 of the Civil Code, injuries caused by popular unrest, on the condition that the Insured Person did not take an active part in it, as well as injuries suffered abroad (except in the Vatican City and the Republic of San Marino) because of a state of war, civil war, invasion, hateful acts, hostility (by declared war or not), for the maximum period of 14 days from the beginning of the hostilities, if the Insured Person is surprised by the aforementioned events while travelling abroad.

### Uninsured risks

In addition to the provisions in the article "Uninsured Risks" of the "General Conditions for all the Options", the insurance excludes injuries:

- a) resulting from the practice of boxing, heavy athletics, martial arts, wrestling in its various forms, mountaineering with rock climbing or access to glaciers (except, in the latter case, in specially equipped areas for the practice of skiing), free, trampoline jumping with skis or water skis, bob sled, diving

with breathing apparatus, caving, parachuting and air sports in general (and therefore hang gliding, microlight, paragliding and similar), horse riding during races and related trials, off-slope skiing, freestyle skiing, extreme skiing, ski - mountaineering, acrobatic and extreme snowboarding, kite surfing, snow-kite, bobsleigh, hockey, rugby, American football, bungee jumping, downhill, rafting, rapid descent, skeleton, luge, rafting, cannoning, hydro speed, canoe and kayak involving descent of rapids;

- b) Resulting from the participation in football competitions, unless they are recreational, and horse races and related trials;
- c) Resulting from the practice of any professional sport (competitions, training, trials):
- d) Suffered during the use of air and underwater transports, except as noted in the art. "Aeronautical Injuries":
- e) Occurring during the use of motor vehicles or boats, participation in races, competitions (and their trials, testing, training), "free practice" within race tracks and/or motor domes, except for "gare di regolarità pura";
- f) Caused by nuclear, biological, chemical contamination as a result of acts of terrorism;
- g) Suffered while in prison, following the insured person's conviction.

### Cases of death

If the injury results in death, Vittoria shall pay the corresponding insured sum in equal part to the designated beneficiaries, or in the absence of a designation, to the heirs of the Insured Person.

The compensation for cases of death cannot be combined with that for Permanent Disability.

However, if after the payment of compensation for Permanent Disability, the Insured Person dies as a consequence of the same injury, Vittoria will only pay the beneficiaries the difference between the compensation for death, if it is more, and the amount already paid out for Permanent Disability.

### Presumed Death

Vittoria shall pay the compensation set out for death if, after an accident that can be compensated according to the policy, the body of the Insured Person is not found and they are presumed to be dead.

In such cases the compensation shall be paid to the beneficiaries:

- After at least 180 days from the presentation of the request for the declaration of presumed death, according to the terms in article 60 to 62 of the Civil Code;
- Provided that in the meantime, no circumstances arise that could annul compensation for the injury.

Should it arise that, once compensation has been paid, the death is not verified and there is no case for compensation, Vittoria shall have the right to a full reimbursement of the sum paid.

Once the whole sum has been repaid by the beneficiaries or on behalf of them by the Insured Person, the same Insured Person could exercise their rights to Permanent Disability that could be due in the aforementioned event.

### Permanent Disability Cases - Determining the compensation

The compensation is calculated on the insured sum, taking into account:

- The degree of Permanent Disability ascertained by the Vittoria doctor also with reference to the value specified in the table in the article, "Table for the assessment of Total and Permanent Disability cases" of the "General Conditions for all the

- That the insured sum for each warranty is shared in equal parts, between all the members of the household at the time of the accident.

### **Excess charges for cases of Partial Permanent Disability**

Compensation for Partial Permanent Disability is paid as follows:

- A) 1- Injury to the insured persons as drivers or passengers of the insured vehicle:
- On the part of the insured sum up to €100,000, the compensation for Partial Permanent Disability shall be awarded without any excess charges.
  - On the part of the insured sum over €100,000:
    - for Partial Permanent Disability equal or inferior to 3%, no compensation shall be paid;
    - for Partial Permanent Disability over 3%, the compensation awarded only for the quota of Permanent Disability over 3%;
- B) Accident relative to risks different than those in point A):  
on the entire insured sum:
- for Partial Permanent Disability equal or inferior to 3%, no compensation shall be paid;
  - for Partial Permanent Disability over 3%, the compensation awarded only for the quota of Permanent Disability over 3%;

If the degree payable of Partial Permanent Disability, also taking into account the provisions in the article “Compensation Criteria” in the “General Conditions for all the Options”, in the case of pre-existing physical and pathological conditions, is equal to or above 70% of the total, Vittoria shall pay compensation as if the Permanent Disability were total, paying the entire insured sum for the case of Permanent Disability.

### **Extra Compensation for serious disabilities.**

In the event of a covered injury in the policy, which has as a direct and exclusive consequence an ascertained Permanent Disability of a degree over 65% of the total, Vittoria shall pay for a maximum period of three years an extra compensation of 15% annually of the insured sum for which the injury is insured, with a limit of €13,000 per year.

### **Hospitalisation after an injury - Bone Breakage**

- a) Should an injury (not excluded in the policy) render hospitalisation in a healthcare centre necessary, Vittoria shall cover overnight stays for a maximum of 300 days per insurance year, the amount of compensation agreed upon in the policy. The compensation for hospitalisation shall be paid from the day of the hospitalisation until the discharge of the patient.

The day of entrance and discharge from the healthcare centre are considered as one single day, no matter what the time of the hospitalisation and the discharge.

In the event of broken bones, as an alternative to the warranty, “Hospitalisation after an Injury”, the Insured Person can opt for the payment of the compensation covered in the following point b).

- b) As an alternative to the warranty, “Hospitalisation after an Injury” or should the injury not have resulted in hospitalisation, in the event of broken bones, Vittoria shall pay a daily compensation of the same amount as that due for hospitalisation, for each day of initial prognosis from the Accident and Emergency report, from the medical records or equivalent specialist medical certification.

If, after the initial prognosis, another period is necessary in order for the bone to mend (instrumentally ascertained circumstances), Vittoria shall pay half of the insured compensation for each day. Altogether, Vittoria shall pay daily compensation for a maximum period of 30 days per incident and per insurance year.

In the case of broken bones, the Insured Person or those also covered, apart from being obliged carry out what is set out in the article "Reporting the Injury and related obligations" shall present a copy of radiological documents, NMR and CAT scan, Accident and Emergency report, medical records or equivalent specialised medical certification.

### **Reimbursement of medical expenses following an injury**

In the event of an injury covered by the policy, Vittoria shall reimburse, up to the amount specified in the policy for one or more accidents taking place in the same insurance year, the actual costs of:

- a) Healthcare services during hospitalisation, with or without surgery:
  - payment to the surgeon, aid, assistant, anaesthetist and every other person present at the surgery, operating theatre fees, surgery materials, end prosthesis and therapeutic equipment used during the operation.
  - Hospital charges, capped per day at 2% of the amount specified in the policy.
  - Care from doctors and nurses, treatments, physiotherapy, medicine check-ups and diagnostic tests.
- b) Healthcare services after hospitalisation:  
Specialist visits, diagnostic tests, physiotherapy, and thermal cures (except for spa hotel expenses), in the ninety days following hospitalisation provided they are prescribed by the doctor in charge;
- c) The transport of the Insured Person in ambulance to the healthcare centre, from one healthcare centre to another, up to 10% of the insured capital, capped at €500 (the need for such transport shall be certified by a doctor);
- d) First purchase of orthopaedic prostheses, including as replacements for physical body parts, made necessary by the injury, the costs of buying or hiring (for a year) orthopaedic wheelchairs, as well as the costs of buying means of restraint, to the amount of €500.
- e) Treatment and applications, including reconstructive plastic surgery, carried out within two years of the injury and provided that the policy is still in force, rendered necessary in order to reduce or remove the consequences of the aesthetic damage caused by the injury, to the amount of 20% of the insured sum, with a cap of €750.

For healthcare treatment following hospitalisation relative to physiotherapy and means of restraint, the reimbursement shall be paid if the Permanent Disability is more than 3% of the total.

In the event of injury, the Insured Person or those also covered, apart from fulfilling the obligations set out in the article "Reporting the Injury and related obligations", shall provide a full copy of the medical records (in the event of hospitalisation), medical documents relative to the treatment, as well as duly receipted invoices and receipts.

The reimbursement shall be paid once treatment is finished.

Vittoria shall pay the Insured Person a fixed compensation of €50 for each accident involving hospitalisation for the cost of issuing the medical records relative to the reported accident.

### Natural calamity

As a partial exception to article 1912 of the Civil Code, the warranty is valid for injuries caused by earthquakes, volcanic eruptions, floods and inundations.

It is agreed, however, that in the event of earthquakes, volcanic eruptions, floods and inundations that hit, in one single incident (incident being understood as all the injuries occurring in a span of 72 consecutive hours), plus non-insured persons with Vittoria, **the maximum disbursement for this could not be above €4,000,000 for all the Insured Persons.**

Should the entire compensation owed exceed the aforementioned sum, the compensation owed to each Insured Person shall be reduced in proportion to the difference between the said limit and the total of the owed compensation.

The warranty herein is not valid for policies that last less than one year.

Aeronautical accidents (conditions not valid for aircraft staff).

The warranty is valid for injuries to the Insured Person during an aeroplane journey, for tourism or transfer, as a passenger on any aircrafts or helicopters except company planes for work on flights that are not public transport for passengers or Aero clubs.

Air risks start from the moment the Insured Person boards the air mobile to take a journey until the moment they alight. The risks off boarding and alighting are considered as aeroplane risks.

This warranty is extended to the injuries caused by attacks or violent acts with political or social motives.

If more Insured Persons suffer an injury from the same incident, the disbursement from Vittoria cannot be above the sum of €6,500,000, all for aircrafts relative to the risks of flying, being it understood that included in the said limit is compensation for other Insured Persons for the same risk with other possible policies concluded by the same Contracting Party with Vittoria.

Therefore, should the aforesaid compensation calculated for the single policy exceed, in its total, such an amount, it shall be proportionally deducted from the capital for the single policy concluded with Vittoria.

The warranty herein is not valid for policies that last less than one year.

The aforementioned limit for aircrafts is not subject to adjustment.

### Geographical scope

The warranty is valid throughout the world. In every case, the compensation shall be paid in Italy in the legal currency at the time of the accident.

# Option “INJURIES INVOLVING UNINSURED VEHICLES”

## Glossary

### **Collision**

Clash between vehicles

### **SCOPE OF INSURANCE**

The insurance covers injuries to the driver while driving, exclusively should there be a collision with the insured vehicle and an identified vehicle not covered by third party insurance for damages from road traffic.

The warranty comes in a number of forms:

- By name (linked, therefore, to the person specified in the policy) or else
- By number plate (linked, therefore, to the vehicle specified in the policy).

### **Cases of death following collisions with identified uninsured vehicles.**

*(Provided in combination with the “Collision with identified uninsured vehicles” and “cases of Permanent Disability following a collision with identified uninsured vehicles”).*

If the injury, caused by collision between an insured vehicle and a identified vehicle not covered by third party insurance, results in the death of the driver, Vittoria shall pay compensation with a cap of €100,000, provided that the events were legally reported by the local authorities who came to the scene of the accident and in the report the uninsured vehicle is registered.

In the event in which in the policy there is already one of the aforementioned “injury options”, the capital of this warranty shall be added to the existing capital, to the complete amount of €300,000 per claim.

### **Cases of Permanent Disability following collisions with identified uninsured vehicles.**

*(Provided in combination with the “Collision with identified uninsured vehicles” and “cases of Permanent Disability following a collision with identified uninsured vehicles”).*

If the injury, caused by collision between an insured vehicle and a identified vehicle not covered by third party insurance, results in the death of the driver, Vittoria shall pay compensation with a cap of €100,000, provided that the events were legally reported by the local authorities who came to the scene of the accident and in the report the uninsured vehicle is registered.

In the event in which in the policy there is already one of the aforementioned “injury options”, the capital of this warranty shall be added to the existing capital, to the complete amount of €300,000 per claim.

### **Cases of death**

If the injury results in death, Vittoria shall pay the corresponding insured sum in equal part to the designated beneficiaries, or in the absence of a designation, to the heirs of the Insured Person.

The compensation for cases of death cannot be combined with that for Permanent Disability.

However, if after the payment of compensation for Permanent Disability, the Insured Person dies as a consequence of the same injury, Vittoria will only pay the beneficiaries the difference between the compensation for death, if it is more, and the amount already paid out for Permanent Disability.

### **Presumed Death**

Vittoria shall pay the compensation set out for death if, after an accident that can be compensated according to the policy, the body of the Insured Person is not found and they are presumed to be dead.

In such cases the compensation shall be paid to the beneficiaries:

- After at least 180 days from the presentation of the request for the declaration of presumed death, according to the terms in article 60 to 62 of the Civil Code;
- Provided that in the meantime, no circumstances arise that could annul compensation for the injury.

Should it arise that, once compensation has been paid, the death is not verified and there is no case for compensation, Vittoria shall have the right to a full reimbursement of the sum paid.

Once the whole sum has been repaid by the beneficiaries or on behalf of them by the Insured Person, the same Insured Person could exercise their rights to Permanent Disability that could be due in the aforementioned event.

### **Extension of Contract**

Should the contract be concluded without tacit renewal, it shall be terminated on the expiry date: in such a case, the grace period provided for in article 1901, subsection 2 of the Civil Code shall not be applied.

### **Permanent Disability Cases - Determining the compensation**

The compensation is calculated using the insured sum, taking into account the degree of Permanent Disability ascertained by the Vittoria doctor also with reference to the value specified in the table in the article, "Table for the assessment of Total and Permanent Disability cases" of the "General Conditions for all the Options".

### **Excess charges for cases of Partial Permanent Disability**

No excess is charged.

### **Geographical scope**

The warranty is valid throughout the world. In every case, the compensation shall be paid in Italy in the legal currency at the time of the accident.



## B) Confiscation of Driver's License

### Scope of Insurance

Vittoria, for a period of up to 365 days per insurance year, shall pay the Insured Person/Contracting Party, or else the Insured Person specified in the policy, an agreed daily compensation should their driver's license be confiscated as a consequence of a road traffic accident that caused death or injury to third persons, provided that the said accident happened while the warranty was valid and not while the driver was infringing one or more articles of the Road Traffic Code, or else a complaint was made against the provision.

The warranty is also valid following infringement of the Road Traffic Code, only companies and only for compensation of economic damages to the employer or the company following the adoption of suspension or withdrawal of document measures towards their employees, for whom the driving of the vehicle is strictly for work purposes, with the following limitations:

- Exclusion of the validity of the warranty in case of suspension/licences confiscation following breaking the speed limit over 60km/h (article 142 Road Traffic Code);
- Reduction of 50% of payment of the agreed daily compensation should the level of alcohol be over 1.5 gr/l or should the person refuse to take the alcohol test.

The warranty is valid as long as the Insured Person, if accused of committing the crime of fleeing or not coming to aid, is let off or acquitted of the crime and the incident happens while the Insured Person is driving the vehicle for which they are legally qualified to drive and the category of which is specified in the contract.

The insurance is provided, according to the choice in the policy:

- A. "By number plate" - the driver of the specifically identified vehicle in the policy is insured.
- B. "By name" - the person named in the policy is insured.

### Insurance delimitations

The insurance is not valid if:

- The driver's license is not valid and legal in relation to the vehicle being driven at the time of the accident.
- If the license is confiscated in relation to wilful misconduct on behalf of the Insured Person.
- If at the time of the accident the vehicle being driven by the Insured Person is not covered by a valid and legal third party insurance policy;
- Should the license be confiscated?

The insurance is not valid also if the license is confiscated for other events, even if together, than the insured events.

Reporting accidents - Insured Person's obligations.

The Insured Person shall inform Vittoria, by registered mail or fax, of any confiscation of Driver's License within and not after the fifth day of the measure, adjoining the official documents proving the measures adopted by the Authorities and the reasons specified. The Insured Person shall, as soon as the right to compensation is lost, start procedures towards obtaining withdrawal of the measures adopted. The Insured Person shall immediately tell Vittoria should the license be returned to them.

**Payment of Compensation**

Without prejudice to the provisions in “Payment of Compensation”, the agreed daily compensation shall be paid monthly, post-dated, starting from the day after the license was confiscated and for as long as the said confiscation lasts. Should the Insured Person die during the confiscation of their Driver’s License, Vittoria is not obliged to make any more compensation payments. However it will pay any compensation due up until the day of the death to the heirs according to the testamentary succession laws or other legitimate laws.

Note

A large area of horizontal lines for writing notes, consisting of 25 evenly spaced, light blue lines extending across the width of the page.



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**Vittoria**  
Assicurazioni

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