



INSURANCE CONDITIONS

Non-Life Insurance Contract

Road Line

Classic

CARS DAMAGE
SECTION

Document drawn up according to the "Simple and Clear Contracts" guidelines of the ANIA - Consumer Associations - Intermediaries Associations technical panel.



Vittoria
Assicurazioni

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Glossary: guide to understanding the text

In these insurance conditions, some terms are shown in "BOLD CAPITAL". The meaning attributed to these terms is given below or in the Glossary present in the document called "The contract from A to Z".

Definitions relating to the contract

- **ACCESSORIES**: the items or equipment permanently fixed to the **VEHICLE** which can be:
 - "Standard", if they are supplied directly by the manufacturer for the specific insured model, as they are included, at no extra charge, in the basic list price of the **VEHICLE**, including the **SOUND AND AUDIOVISUAL EQUIPMENT**;
 - "Non-standard", if they are supplied on request and invoiced at an additional price with respect to the basic list price of the **VEHICLE**, excluding **SOUND AND AUDIOVISUAL EQUIPMENT**.
- **INSURANCE YEAR**: annual insurance period indicating the period of validity of a **POLICY** from the moment of effect to that of expiry.
- **SOUND AND AUDIOVISUAL EQUIPMENT**: radios, CD players, cassette players, televisions integrated into the dashboard and/or permanently fixed, including removable radios fitted with locking devices (electrical, electromagnetic or mechanical). Radiotelephones and/or mobile phones are excluded.
- **COLLISION**: collision between vehicles.
- **DEPRECIATION**: percentage of reduction that is applied to the value of the newly supplied parts of the **VEHICLE**, replaced due to the **LOSS**; this percentage is determined on the basis of the relationship between the commercial value and the new purchase price of the **VEHICLE** (or similar model, if out of production), at the time of the **LOSS**.

By way of example:

- Following the **LOSS**, it is necessary to replace the front bumper: the replacement costs €1,000
- The commercial value of the **VEHICLE** at the time of the **LOSS** is €7,000.00
- The purchase price of the same new **VEHICLE** is €10,000.00

Calculation of
DEPRECIATION 100% -
(7,000/10,000) = 30%

For the replacement of the bumper, €700.00 will be reimbursed (€1,000 minus 30% depreciation)

- **LIST PRICE**: the value indicated in the purchase invoice issued by the seller, net of any unconditional discounts or deductions due to the manufacturer's promotional campaigns, and gross of the costs of putting on the road. In the absence of the purchase invoice, it is the price established by the manufacturer of the **VEHICLE**, including standard **ACCESSORIES**, net of any unconditional discounts or deductions due to the manufacturer's promotional campaigns, in force at the time of purchase, and gross of the costs of putting it on the road.
- **INSURED VALUE**: this is the value that the **CONTRACTING PARTY** attributes to the **VEHICLE**, indicated in the **POLICY**, including any "standard" **ACCESSORIES**. Also included, if included in the insured sum, are the "non-standard" **ACCESSORIES**, specifically indicated in the purchase invoice of the **VEHICLE** or, in the absence of this document, in the **POLICY**.

Object of the contract

1 What is insured?

[The following articles contain and illustrate the covers of the Damage Section in detail; these covers are valid only if indicated in the POLICY]

The CONTRACTING PARTY can choose the following covers, operational only if expressly referred to in the POLICY, valid within the MAXIMUM COVERAGE indicated in the POLICY and without prejudice to the exclusions and any EXCESS, DISCOVERIES and INDEMNITY LIMITS provided for by the Insurance Conditions and indicated in detail in the following chapter “ARE THERE COVERAGE LIMITS?”.

1.1 FIRE AND THEFT

(Theft cover can only be activated together with the Fire cover)

The COMPANY indemnifies the material damage directly suffered by the insured VEHICLE, within the limit of the INSURED VALUE, deriving from:

- fire with flame development, including that resulting from the action of lightning;
- explosion and bursting of the VEHICLE or of parts of it, including the fuel contained in the tank.

The cover also includes spare parts and "non-standard" ACCESSORIES permanently fixed on the VEHICLE as long as they are included in the INSURED VALUE and are indicated in the purchase invoice of the VEHICLE or, if installed subsequently, in specific tax documentation.

As a partial derogation to the provisions of Article 4.1 “EXCLUSIONS”, the cover is extended to “non-standard” SOUND AND AUDIOVISUAL EQUIPMENT, if these are:

- included in the INSURED VALUE at the time of signing the contract;
- specifically indicated in the purchase invoice;
- permanently fixed to the insured VEHICLE or equipped with a valid locking system activated at the time of the LOSS.

In addition to the “Fire” cover, it is also possible to subscribe and activate the “Theft” cover operating for damage deriving from: theft or robbery (whether committed or only attempted), including damage caused to the VEHICLE in execution or as a result of the theft or robbery of the same and the damage caused by traffic resulting from the theft or robbery.

The value of the moving parts is indemnified if they are delivered to the COMPANY following partial or total theft of the fixed part.

In the event of loss of the keys supplied with the VEHICLE, the COMPANY reimburses the INSURED PARTY for the costs incurred for the duplication of the keys, if documented by suitable tax documentation (receipt/invoice).

For the purposes of the “Theft” cover, in the event of loss or theft of even one of the keys supplied with the VEHICLE, the CONTRACTING PARTY must immediately report to the competent Authorities and request a duplicate as soon as possible. In this regard, see the contents of Article 4.1 “EXCLUSIONS”.

1.2 COLLISION

(can only be activated in conjunction with the TPL cover)

The COMPANY indemnifies the material damage directly suffered by the insured VEHICLE, deriving from COLLISION with identified vehicles, that is, with a number plate.

Also included are spare parts and "non-standard" ACCESSORIES permanently fixed on the VEHICLE as long as they are included in the INSURED VALUE and are indicated in the purchase invoice of the VEHICLE or, if installed later, in specific tax documentation.

2 What options or customisations can be activated?

The CONTRACTING PARTY may also activate the following covers, operational if expressly referred to in the POLICY, valid within the MAXIMUM COVERAGE indicated in the POLICY and without prejudice to the exclusions and any EXCESS, DISCOVERIES and INDEMNITY limits provided for by the Insurance Conditions and indicated in detail in the following chapter *"Are there coverage*

2.1 FULLY COMPREHENSIVE

(can only be activated in conjunction with the TPL cover)

The COMPANY indemnifies the material damage directly suffered by the insured VEHICLE, deriving from collision, overturning, going off the road or COLLISION, which occurred during traffic.

Also included are spare parts and "non-standard" ACCESSORIES permanently fixed on the VEHICLE, as long as they are included in the INSURED VALUE and are indicated in the purchase invoice of the VEHICLE or, if installed subsequently, in specific tax documentation.

2.2 SUPPLEMENTARY COLLISION

(can only be activated in conjunction with the TPL cover)

The COMPANY indemnifies the material damages directly suffered by the insured VEHICLE, which are borne by the INSURED PARTY for its share of responsibility (only in the case, therefore, of TPL LOSS with "concurrence of fault" and in the context of DIRECT COMPENSATION) under the following conditions:

1. without application of DEPRECIATION/EXCESS/ DISCOVERIES, if the repairs will be carried out at a body shop affiliated with the COMPANY (available on the website www.vittoriaassicurazioni.com);
2. without the application of DEPRECIATION, but with the application of a DISCOVERY, if the repairs will not be carried out at all or if they will be carried out at a body shop not affiliated with the COMPANY.

Also included are spare parts and "non-standard" ACCESSORIES permanently fixed on the VEHICLE, as long as they are included in the INSURED VALUE and are indicated in the purchase invoice of the VEHICLE or, if installed subsequently, in specific tax documentation.

2.3 COLLISION WITH TOTAL LOSS

(can only be activated in conjunction with the TPL cover)

In the event of a COLLISION which results in total damage to the VEHICLE, the COMPANY indemnifies the material damage directly suffered by the insured VEHICLE, including spare parts and "non-standard" ACCESSORIES, provided they are included in the INSURED VALUE and indicated in the purchase invoice.

Total damage is also considered if the amount determined in accordance with the provisions of Article 3 *"DETERMINATION OF THE AMOUNT OF DAMAGE*

SUFFERED BY THE INSURED VEHICLE

VEHICLE” of the following chapter “*WHAT TO DO IN THE EVENT OF A LOSS?*” is equal to or greater than 80% of the commercial value of the VEHICLE at the time of the LOSS.

For the quantification of the material damage suffered directly by the VEHICLE and remained at the expense of the INSURED PARTY, reference is made to the assessment carried out by the COMPANY as part of the management of the TPL LOSS by DIRECT COMPENSATION.

By way of example, if a VEHICLE at the time of the LOSS has a commercial value of €20,000:

- if the damage is €4,000.00, the cover is not valid, as the damage is less than €16,000.00 (€20,000.00 x 80%);
- if the damage is €17,000.00 the cover is valid.

2.4 COLLISION WITH IDENTIFIED, UNINSURED VEHICLES (can only be activated in conjunction with the TPL cover)

The COMPANY indemnifies the material damage suffered directly by the insured VEHICLE caused by a COLLISION with an identified VEHICLE, not covered by TPL, if the accident is duly reported by the competent Authorities intervened at the place of the LOSS and the uninsured VEHICLE is registered in the report.

Spare parts and "non-standard" ACCESSORIES are included, permanently fixed on the VEHICLE, as long as they are included in the INSURED VALUE and indicated in the purchase invoice of the VEHICLE or, if installed subsequently, in specific tax documentation. In the event of compensation for damage, the INSURED PARTY or other entitled person will have to declare¹ to subrogate the COMPANY's rights against civil liability, their joint and several co-debtors and the Cover Fund for Road Victims.

If the COLLISION with an identified VEHICLE not covered by TPL, is not duly recorded by the competent Authorities intervened on the site of the LOSS, the COMPANY reimburses only the DEDUCTIBLE applied by the Cover Fund for Road Victims on the damage paid to the INSURED PARTY.

2.5 COLLISION WITH WILD ANIMALS (can only be activated in conjunction with the TPL cover)

The COMPANY indemnifies the material damage directly suffered by the insured VEHICLE during circulation on public roads (or equivalent to them) following an accidental collision with wild animals, upon presentation of specific tax documentation proving the repair of the VEHICLE and reporting to the competent authorities. The cover is provided with the application of the DISCOVERIES, indicated in the Insurance Conditions, of different entities depending on whether or not the repair is carried out at one of the body shops affiliated with the COMPANY (available on the website www.vittoriaassicurazioni.com).

2.6 ARSON (can only be activated in combination with both Fire and Theft covers)

The COMPANY indemnifies the material damage directly suffered by the insured VEHICLE, within the limit of the INSURED VALUE, deriving from fire, with development of flame, following civil unrest, strikes, riots, acts of terrorism, sabotage, vandalism.

Damages suffered by "non-standard" spare parts and ACCESSORIES fixed permanently on the VEHICLE are included, provided that they are included in the INSURED VALUE and are indicated in the purchase invoice or in specific tax documentation if installed later.

2.7 WINDOW BREAKAGE (can only be activated in combination with both Fire and Theft covers)

The COMPANY reimburses, upon presentation of a valid tax document, the expenses incurred by the INSURED PARTY for the replacement or repair of the windows (windscreen, rear window, panoramic glass roof and side windows) of the insured VEHICLE, as a result of accidental breakage of the same.

The cover operates if the INDEMNITY is not received as a result of other valid covers operating for the same event.

1 Pursuant to Article 1201 of the Civil Code.

By way of example, in the case of a POLICY in which the *"Fully comprehensive"* and *"Window breakage"* covers are active, in the event of a window breakage, the effectiveness of the *"Fully comprehensive"* cover will first be checked and the INDEMNITY paid out if necessary. Only if the event is not covered by the *"Fully comprehensive"* cover then INDEMNITY will be made under the *"Window*

If the repair or replacement is not carried out at a centre specialised in repairing/replacing windows (*available on the website www.vittoriaassicurazioni.com*), the INDEMNITY limit will be reduced.

2.8 ELITE WINDOW BREAKAGE

(can only be activated in combination with both Fire and Theft covers)

The COMPANY reimburses, upon presentation of a valid tax document, the expenses incurred by the INSURED PARTY for the replacement or repair of the windows (windscreen, rear window, panoramic glass sun-roof and side windows) of the insured VEHICLE, as a result of accidental breakage of the same.

The cover operates if the INDEMNITY is not received as a result of other valid covers operating for the same event.

By way of example, in the case of a POLICY in which the *"Fully comprehensive"* and *"Window breakage"* covers are active, in the event of a window breakage, the effectiveness of the *"Fully comprehensive"* cover will first be checked and the INDEMNITY paid out if necessary. Only if the event is not covered by the *"Fully comprehensive"* cover then the INDEMNITY will be made under the *"Window*

If the repair or replacement is not carried out at a centre specialised in repairing/replacing windows (*available on the website www.vittoriaassicurazioni.com*), the INDEMNITY limit will be reduced.

2.9 WINDOWS INDEMNITY IN SPECIFIC FORM

(can only be activated in combination with the "Car Liability" and "Complementary Gold Liability" covers)

The COMPANY undertakes to have the windows (windscreen, rear window, panoramic sun-roof and side windows) of the insured VEHICLE, damaged as a result of accidental breakage of the same, replaced or repaired within 3 working days at a centre specialised in repairing/replacing windows affiliated with Vittoria (*available on the website www.vittoriaassicurazioni.com*)

The cover operates if the INDEMNITY is not received as a result of other valid covers operating for the same event.

By way of example, in the case of a POLICY in which the *"Fully comprehensive"* and *"Window breakage in specific form"* covers are active, in the event of a window breakage, the effectiveness of the *"Fully comprehensive"* cover will first be checked and the INDEMNITY eventually paid. Only if the event is not covered by the *"Fully comprehensive"* cover then INDEMNITY will be made under the *"Window breakage in specific form"* cover.

The *"Window breakage in specific form"* cover EXCLUSIVELY provides for the repair

/replacement of the window which must be carried out, under penalty of inoperability of the cover, at a centre specialised in the repair/replacement of windows affiliated with Vittoria (available on the websitewww.vittoriaassicurazioni.com).

Except in cases of force majeure such as, by way of example, the breaking of the window abroad or in the event that the centre specialised in repairing/replacing windows affiliated with Vittoria, contacted by the INSURED PARTY, cannot operate at its own centre or, alternatively, by means of a mobile workshop, at the residence or other address indicated by the customer. The specialised centre will inform the INSURED PARTY of the inability to provide the service via written communication (email, or sms, or whatsapp).

In such cases, the COMPANY reimburses, upon presentation of a valid tax document, the expenses incurred by the INSURED PARTY for the replacement or repair of the windows (windscreen, rear window, panoramic glass sun-roof and side windows) of the insured VEHICLE, as a result of the accidental breakage of the same.

2.10 NEW CLASSIC PACKAGE AND ELITE PACKAGE
(can only be activated in combination with both Fire and Theft covers)

Classic Road Line provides for the possibility of extending the “Fire” and “Theft” covers by activating one of the two cover packages: Classic New or Elite.
The following table provides a detailed description of the individual covers included in the two packages:

✓ = included in the package

Cover	Cover Description	CLASSIC NEW	ELITE
Break-in damage	INDEMNITY of material damage suffered directly by the insured VEHICLE as a result of theft or robbery, attempted or committed, of items contained in it and not insured. The compensation is made without the application of DEPRECIATION. If the repair or replacement is not carried out at a body shop affiliated with the COMPANY or a specialised centre for windows (available on the website www.vittoriaassicurazioni.com), the INDEMNITY limit will be reduced.	✓	✓
Loss of keys	Reimbursement of expenses incurred for opening the doors and the boot and replacing the locks with others of the same type, following the loss or theft of the keys relating to the insured VEHICLE, upon presentation of valid tax documentation. The cover is extended to electronic devices for opening and unlocking anti-theft systems. Reimbursement is made without the application of DEPRECIATION.	✓	✓
Upholstery damage	Reimbursement of expenses incurred for replenishing the upholstery of the insured VEHICLE, soiled or damaged due to transport for the rescue of road victims, upon presentation of valid tax documentation. The cover also applies when the transport that caused the damage was carried out for the rescue of the injured or infirm for reasons not connected to traffic events. The transport must be proven with certificates of competent authorities or hospitals.	✓	✓

Cover	Cover Description	CLASSIC NEW	ELITE
Towing, custody and parking costs	Reimbursement of the costs incurred for towing, custody and parking of the insured VEHICLE arranged by the competent authority in the event of theft, robbery or fire, upon presentation of valid tax documentation. The cover is provided from the day of discovery to that of communication of the circumstance to the INSURED PARTY.	✓	✓
Recovery of costs for new registration or change of ownership	Reimbursement of expenses incurred and documented by the INSURED PARTY for registration or transfer of ownership of another VEHICLE, which replaces the VEHICLE following total and definitive loss of the latter. The cover is valid if for the new VEHICLE another contract is issued with the COMPANY for the Fire and Theft covers. For the Classic NEW package, the refund amount is fixed at a flat rate of € 250.00.	✓	✓
Property tax refund (cover valid only in cases where the refund is not already provided for by current legislation)	Reimbursement of damage corresponding to the loss of the property tax relating to the period between the date of the LOSS eligible for compensation under the terms of the POLICY and the due date of the tax paid. The cover is effective in the event of total and permanent loss of the insured VEHICLE.	✓	✓
Damage to baggage	Reimbursement of damage to baggage of the INSURED PARTY and of the family members transported, directly resulting from a traffic accident, fire or partial theft. The cover is valid only for garments, apparel, items for personal use, worn or not, as well as sports equipment, all resulting from a report drawn up by the competent authorities.	✓	✓
Airbag reset	Reimbursement of expenses documented and incurred to restore the airbags of the insured VEHICLE, following activation of the same due to accidental causes or a traffic accident.		✓
Washing	Reimbursement of documented and sustained expenses for washing the insured VEHICLE in the event of its discovery following theft or robbery.		✓
Transportation	It covers the INDEMNITY of material damage directly suffered by the insured VEHICLE during its transport, carried out together with the driver, on board trains or ferries, in the following cases: <ul style="list-style-type: none">- sinking, derailment of the carrier;- flooding of the cargo hold;- collision of the carrier with other means;- accidental fall or collision of goods or equipment, owned by the carrier, resulting from an irregular anchoring of the same, to accidents caused by the sea (resulting from rough seas, hurricanes, tornadoes, etc.);- loss of load due to common damage, as governed by the navigation code. The cover is effective from the moment the VEHICLE is on board the carrier.		✓

2.11 NEW ACTS OF VANDALISM

(can only be activated in combination with both Fire and Theft covers)

The COMPANY reimburses - in partial derogation of what is indicated in Article 4.1 "EXCLUSIONS", letters b) and c), of the following chapter *"ARE THERE COVERAGE LIMITS?"* - material damage suffered directly by the insured VEHICLE deriving from civil unrest, strikes, riots, acts of terrorism, sabotage, acts of vandalism, upon presentation of a valid tax document proving its repair. The cover provides for the application of EXCESS, DEPRECIATIONS and DISCOVERIES, of different amounts depending on whether or not the repair is carried out at one of the body shops affiliated with the COMPANY (*available on the website www.vittoriaassicurazioni.com*). (see Article 4.2 DISCOVERIES)

The cover, depending on whether the LOSS occurs within or beyond 3 years from the date of first registration of the insured VEHICLE, provides for the application of an INDEMNITY limit of a different amount (see Article 4.4 *"INDEMNITY LIMITS"* of the following chapter *"ARE THERE COVERAGE LIMITS?"*).

2.12 TOP ACTS OF VANDALISM

(can only be activated in combination with both Fire and Theft covers)

The COMPANY reimburses - in partial derogation of what is indicated in Article 4.1 "EXCLUSIONS", letters b) and c), of the following chapter *"ARE THERE COVERAGE LIMITS?"* - material damage suffered directly by the insured VEHICLE deriving from civil unrest, strikes, riots, acts of terrorism, sabotage, acts of vandalism, upon presentation of a valid tax document proving its repair.

The cover provides for the application of EXCESS, DEPRECIATIONS and DISCOVERIES, of different amounts depending on whether the repair is carried out or not at one of the body shops affiliated with the COMPANY (*available on the website www.vittoriaassicurazioni.com*). (see Article 4.2 DISCOVERIES)

The maximum INDEMNITY is equal to the INSURED VALUE for the "Fire" and "Theft" cover within the limits set out in Article 4.4 *"INDEMNITY LIMITS"* of the following chapter *"ARE THERE COVERAGE LIMITS?"*.

2.13 NATURAL PHENOMENA

(can only be activated in combination with both Fire and Theft covers)

The COMPANY reimburses - in partial derogation of what is indicated in Article 4.1 "EXCLUSIONS", letters c), of the following chapter *"ARE THERE COVERAGE LIMITS?"* - material damage directly suffered by the insured VEHICLE, caused by volcanic eruptions, earthquakes, tornadoes, hurricanes, floods and inundations, landslides, mudflows, avalanches, hail, snowfall, upon presentation of a valid tax document proving the repair and within the limit of the INSURED VALUE.

The cover is also provided for the falling of objects of any kind.

The cover provides for the application of the DISCOVERIES, indicated in the Insurance Conditions, of a different entity depending on whether the repair is carried out or not at one of the partner body shops or specialised centres affiliated with the COMPANY (*available on the website www.vittoriaassicurazioni.com*).

2.14 NEW VALUE

Limited to the covers, "Fire and Theft", "Natural Phenomena" and "Collision with wild animals" - partially modifying the provisions of the following chapter *"WHAT TO DO IN THE EVENT OF A LOSS?"* Article 3 *"DETERMINATION OF THE AMOUNT OF DAMAGE*

SUFFERED BY THE INSURED VEHICLE" - and limited to cars for private use, it is

established that:

- in the event of total damage occurring within 12 months from the date of first registration of the VEHICLE, even if it occurred abroad, the amount of the damage is considered equal to the LIST PRICE, with a maximum equal to the INSURED VALUE;

By way of example:

- if after two months from the first registration the INSURED PARTY suffers the total loss of the VEHICLE (damage equal to or greater than 80% of the commercial value of the VEHICLE)
 - the VEHICLE has a LIST PRICE of €19,500.00, reported in the magazine Quattroruote at the time of the LOSS
 - the VEHICLE has an INSURED VALUE of €20,000.00
- then the INDEMNITY will be equal to €19,500.00.

- in the event of partial damage occurring within 48 months from the date of first registration, the amount of the damage will be determined without taking into account the DEPRECIATION of the insured VEHICLE or its parts (with the exception of the tyres) within the limits of the INSURED VALUE or, if lower than the commercial one, provided that repairs and replacements have been carried out and upon presentation of a valid tax document proving the repairs and replacements themselves.

By way of example:

- following a LOSS, which took place within 48 months of the first registration, it is necessary to replace the front bumper: the replacement costs €1,000
- the commercial value of the VEHICLE at the time of the LOSS is €7,000.00
- the purchase price of the same VEHICLE new is €10,000.00

For the replacement of the bumper, €1,000.00 will then be reimbursed (i.e. the full amount of the damage, without taking into account the 30% of DEPRECIATION).

- if the term of 48 months is reached within the INSURANCE ANNUALITY, the cover is valid until the annual expiry is reached.

If the INSURED VALUE is lower than the commercial value of the VEHICLE, the damage will be indemnified, limited to spare parts, in the proportion existing between the INSURED VALUE and the commercial value of the insured VEHICLE at the time of the damage.

By way of example, if a VEHICLE has an INSURED VALUE equal to €18,000.00, but its commercial value is €20,000.00 and it suffers damage to spare parts for €1,000.00, then you will have INDEMNITY equal to:
$$€1,000.00 * (€18,000.00 / €20,000.00) = €900.00$$

2.15 SATELLITE CLAUSE

If the CONTRACTING PARTY declares that a "satellite" anti-theft device is installed on the insured VEHICLE and that this is regularly activated, the COMPANY will grant a

discount on the annual PREMIUM relating to the "*Theft*" cover.



3 What is not insured?

[This article contains and explains in detail the RISKS excluded from the insurance coverage offered by the covers]

The “*Supplementary Collision*” cover does not apply if:

- the TPL LOSS does not fall within the scope of DIRECT COMPENSATION, pursuant to Articles 149 and 150 of the CAP (private insurance code) and related regulation;
- the COMPANY has not ascertained the partial responsibility of the INSURED PARTY in the cause of the LOSS.

The “*Collision at total loss*” cover does not apply if:

- the TPL LOSS does not fall within the scope of DIRECT COMPENSATION, pursuant to Articles 149 and 150 of the CAP and related regulation;
- the COMPANY has not ascertained the responsibility (partial or total) of the INSURED PARTY in the cause of the LOSS.

4 Are there any coverage limits?

[In the following articles this article contains and illustrates in detail the information relating to the events for which the cover is not provided, EXCESS, DISCOVERIES, limits and sub-limits of INDEMNITY provided for by the contract]

In the event of a LOSS, the COMPANY will pay the INSURED PARTY, within the limits of the INSURED VALUE, the indemnifiable amount after deducting the EXCESS or DISCOVERY, with any minimums indicated in the POLICY.

Limited to damages other than “*Total theft*”, if the indemnifiable amount (calculated net of CONTRACTUAL DISCOVERIES/DEPRECIATIONS/ EXCESSES) exceeds the INSURED VALUE, the COMPANY pays the entire INSURED VALUE with only the limit of the commercial value.

By way of example, if the indemnifiable amount is €6,000.00, but the INSURED VALUE is €5,000.00 (equal to the commercial value), then the COMPANY will pay €5,000.00.

4.1 EXCLUSIONS

Except as specifically provided for by the individual covers, the insurance does not cover damages:

- a. determined or facilitated by wilful misconduct or gross negligence (the latter only in the case of the “*Fire*” and “*Theft*” covers and optional covers) of the CONTRACTING PARTY, the INSURED PARTY, the persons living with them, their employees or the persons appointed by them to guide, repair or keep the insured VEHICLE;
- b. occurred as a result of civil unrest, strikes, riots, acts of terrorism, sabotage and vandalism and malicious acts in general;
- c. occurred as a result of acts of war, military occupations, invasions, uprisings, nuclear explosions, radioactive contamination, earthquakes, volcanic eruptions, floods, inundations, landslides, hurricanes, tornadoes, storms, hail or other natural disasters;
- d. occurred during the participation of the insured VEHICLE in races, challenges, sporting competitions, in the relevant tests and in the preliminary and final checks provided for in the specific race regulations or in any case during participation in

reckless undertakings;

e. to “non-standard” SOUND AND AUDIO-VISUAL
EQUIPMENT; f. to the items transported;

- g. caused by simple burning which is not followed by fire, as well as those to electrical systems due to an electrical phenomenon that has occurred in any case;
- h. resulting from the removal of spare parts and ACCESSORIES not permanently fixed to the VEHICLE.

With regard to the “*Theft*” cover, in the event of damage from driving resulting from theft or robbery, damage to mechanical parts not resulting from COLLISION, impact, overturning or going off the road are excluded.

In the event of theft of the VEHICLE, the INSURED PARTY will lose the right to INDEMNITY if they do not deliver the complete original set of keys supplied with the VEHICLE, unless they have filed a report on the loss/theft of the key(s) on a date prior to that of total theft and can prove that they have simultaneously requested the replacement of the lost/stolen key(s) at the parent company or authorized by it.

In the event of loss or theft of even a single key, the “*Theft*” cover is suspended after 15 days from the date of the report on the loss or theft of the key supplied with the VEHICLE, unless the INSURED PARTY has in the meantime obtained a duplicate of the lost or stolen key (or keys); otherwise, the cover resumes from the date the duplicate was obtained.

The “*Fully comprehensive*”, “*Collision*”, “*Supplementary collision*”, “*Collision with total loss*”, “*Collision with uninsured identified vehicles*”, “*Collision with wild animals*” covers:

- 1. are not effective:
 - a. if the driver is not authorized to drive in accordance with the provisions in force;
 - b. in the event that the VEHICLE is driven by a person in a state of intoxication and in respect of whom the infringement of Article 186 of the HIGHWAY CODE and subsequent amendments has been identified;
 - c. in the event that the VEHICLE is driven by a person under the influence of drugs, and in respect of whom the infringement of Article 187 of the HIGHWAY CODE and subsequent amendments has been identified;
 - d. while driving in airport facilities, where private vehicles do not have free access;
 - e. while driving on the track (racetracks and similar).
- 2. they do not insure the RISKS of liability for damage caused by the participation of the VEHICLE in races or sporting competitions, in the relevant official tests and in the preliminary and final checks provided for in the specific race regulations.
- 3. damages are excluded:
 - a. caused by objects, materials or animals being transported and by loading and unloading operations;
 - b. caused by falling snow, hail and objects of any kind;
 - c. caused by overheating, seizure or melting of the engine, whatever the origin, from short circuit or from flame jets, from freezing of the insured items;
 - d. suffered as a result of active or passive towing, manoeuvring by pushing or by hand or by “off-road” driving;
 - e. resulting from theft and robbery (attempted or committed);
 - f. resulting from fire, explosion, blast not determined by the insured events for each of the aforementioned covers;
 - g. to the wheels (rims, covers, inner tubes), if not occurring in conjunction with other indemnifiable damage under the terms of the POLICY, and in any case occurring to the items transported, and to “non-standard” SOUND AND AUDIO-VISUAL EQUIPMENT not included in the INSURED VALUE and whose value/brand/model has not been specifically indicated in the POLICY.



- Limited to the “*Windows*”, “*Elite Windows*” and “*Windows indemnity in specific form*” covers, scratches and/or signatures are excluded, as well as damage caused to the VEHICLE following the breaking of the windows.
- Limited to the “*Damage to baggage*” cover, contained in the Classic New and Elite packages, the following are excluded from the cover: the theft of the baggage itself, the action of lightning, the blast and explosion of the fuel which involve the total and definitive loss of the insured VEHICLE.

Limited to the “*Transport*” cover, contained in the Elite Package, the following are excluded from the cover:

- damage suffered by the insured VEHICLE during loading and unloading operations on the train or ferry (carrier);
- damage resulting from the collision of the insured VEHICLE with other motor vehicles transported during the trip.

For the “*New Acts of Vandalism*” and “*Top Acts of Vandalism*” covers, damage to the roof and wheels as a result of vandalism as well as damage caused by events caused to the movement of vehicles are in any case excluded.

For the “*Natural phenomena*” cover damage caused by events caused by the movement of vehicles is in any case excluded.

4.2 DISCOVERIES

Unless otherwise agreed between the parties and indicated in the POLICY, some covers provide for the application of the DISCOVERIES detailed below:

INDEMNITY conditions in the event of repairs carried out at a partner body shop or specialised centres affiliated with the COMPANY

Cover	EXCESS	DISCOVERY	DEPRECIATION OF USE
SUPPLEMENTARY COLLISION	!	!	!
COLLISION WITH IDENTIFIED, UNINSURED VEHICLES	!	!	!
NEW ACTS OF VANDALISM: VEHICLES registered for no more than 3 years at the time of the LOSS	300.00	-	For tyre damage only
NEW ACTS OF VANDALISM: VEHICLES registered for more than 3 years at the time of the LOSS	300.00	-	For tyre damage only

TOP ACTS OF VANDALISIM: VEHICLES registered for no more than 5 years at the time of the LOSS	300.00	-	For tyre damage only
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Cover	EXCESS	DISCOVERY	DEPRECIATION OF USE
TOP ACTS OF VANDALISM: VEHICLES registered for more than 5 years at the time of the LOSS	300.00	-	Yes
NATURAL PHENOMENA	-	10% with a minimum of €300.00 (in the case of a vehicle owned by customers residing in the province of Turin, the discovery is 15% with a minimum of €500.00)	Yes
NATURAL PHENOMENA - Limited to HAIL claims only with repairs carried out by affiliated centres specialized in repairing damage from Hail and available on the appropriate section of the website www.vittoriaassicurazioni.com - which do not require the use of spare parts	Vehicle age up to the 12th month €0.00, from the 13th to the 36th month €0.00, from the 37th to the 60th month €0.00, from the 61st to the 84th month €0.00, beyond the 85th month €500.00.	-	-
COLLISION WITH WILD ANIMALS	-	10% with a minimum of €300.00	Yes

INDEMNITY conditions in the event of repairs not carried out at a body shop affiliated with the COMPANY

Cover	EXCESS	DISCOVERY	DEPRECIATION OF USE
SUPPLEMENTARY COLLISION	-	20% of the damage remaining to be borne by the INSURED PARTY for its share of responsibility	-
NEW ACTS OF VANDALISM	-	20% with a minimum of €500.00	Yes
COLLISION WITH IDENTIFIED, UNINSURED VEHICLES	-	20%	Yes

TOP ACTS OF VANDALISM	-	20% with a minimum of € 1,500.00	Yes
NATURAL PHENOMENA	-	20% with a minimum of € 2,000.00	Yes
COLLISION WITH WILD ANIMALS	-	10% with a minimum of €600.00	Yes



For example: the VEHICLE suffers damage of €3,500.00 as a result of a COLLISION WITH WILD ANIMALS, if the INSURED PARTY contacts a body shop:

- affiliated: a DISCOVERY of €350.00 will remain at its expense (higher value between 10% of the damage and €300.00);
- non-affiliated: a DISCOVERY of €600.00 will remain at its expense (higher value between 10% of the damage and €600.00).

4.3 INDEMNITY LIMITS

What is meant by the "indemnity limit"?

The INDEMNITY limit means the maximum amount within which the COMPANY is committed to offering the insurance service, thus representing the COMPANY's maximum obligation in the event of a LOSS, for capital, interest and expenses for a specific cover.

The INDEMNITY limit can be set for each loss and/or for insured year.

Examples of application of the INDEMNITY limit for a specific

- 1) INDEMNITY limit cover €200.00 per LOSS: the COMPANY will pay a maximum of €200.00 for each LOSS; there is no limit per year, so the COMPANY will pay all LOSSES that will occur during the insured year (max €200.00 each);
- 2) INDEMNITY limit of €200.00 per LOSS and per year: the COMPANY will pay a maximum of €200.00 during the insured year (e.g. 2 claims of €100.00 each or 1 LOSS of €200.00);
- 3) INDEMNITY limit of €200.00 per LOSS and €500.00 per year: in this case the COMPANY will pay a maximum of €500.00 during the insured year, but never more than €200.00 for each individual LOSS.

Unless otherwise agreed between the PARTIES and indicated in the POLICY, some covers provide for the application of the INDEMNITY limits detailed below:

Cover	INDEMNITY Limit
THEFT OF NON-STANDARD SOUND AND AUDIO-VISUAL EQUIPMENT	15% of the total insured amount for the VEHICLE
SUPPLEMENTARY COLLISION	€2,000.00 per LOSS
COLLISION WITH TOTAL LOSS, in the event of complete liability of the INSURED PARTY	€5,000.00 per LOSS
COLLISION WITH TOTAL LOSS, in the event of partial liability of the INSURED PARTY	€3,000.00 per LOSS (which will be combined with the compensation paid pursuant to Article 149 of the CAP through DIRECT COMPENSATION) THE INDEMNITY paid, combined with the amount paid to the INSURED PARTY with the DIRECT COMPENSATION, cannot exceed the commercial value of the insured VEHICLE

Cover	INDEMNITY Limit	
COLLISION WITH IDENTIFIED, UNINSURED VEHICLES	€5,000.00 per year and per LOSS, within the limits of the commercial value of the VEHICLE at the time of the LOSS	
NEW ACTS OF VANDALISM, LOSS occurred within 3 years of the first registration	€ 2.000,00 per LOSS and insurance year THE INDEMNITY cannot exceed the limit of the INSURED VALUE	
NEW ACTS OF VANDALISM, LOSS occurred more than 3 years after the first registration	€ 1.500,00 per LOSS and insurance year THE INDEMNITY cannot exceed the limit of the INSURED VALUE	
TOP ACTS OF VANDALISM	INSURED VALUE for the "Theft" cover, up to a maximum of €20,000 per LOSS and in any case within the limits of the lower between the INSURED VALUE and the commercial value of the VEHICLE at the time of the LOSS	
COLLISION WITH WILD ANIMALS	€ 10.000,00 per LOSS and insurance year	
LOSS OF KEYS	€1,000.00 per insurance year	
Cover	INDEMNITY limit, regardless of the number of broken windows, for repairs carried out:	
	at an Affiliated centre specialised in the repair/ replacement of Windows	at a NON Affiliated centre specialised in the repair/replacement of Windows"
WINDOW BREAKAGE	€700.00 per LOSS and insurance year	€300.00 per LOSS and insurance year
ELITE WINDOW BREAKAGE	Equal, for each LOSS, to the INSURED VALUE for the "Fire" and "Theft" cover (maximum two LOSSES per insurance year)	€400.00 per LOSS (maximum one LOSS per insurance year)
WINDOWS INDEMNITY IN SPECIFIC FORM	€10,000.00 per LOSS and insurance year (maximum two LOSSES per insurance year)	No INDEMNITY except in cases of force majeure for which the INDEMNITY is the same as that provided for repairs at affiliated centres

Cover	INDEMNITY Sublimits Classic New Package	INDEMNITY Sublimits Elite Package
DAMAGES FROM BURGLARY, with use of the Body Shop Affiliated	€550.00 per LOSS and insurance year	€1,000.00 per LOSS and insurance year

Cover	INDEMNITY Sublimits Classic New Package	INDEMNITY Sublimits Elite Package
BREAK-IN DAMAGE with the use of Body shop NOT affiliated with the COMPANY	€350.00 per LOSS and insurance year	€350.00 per LOSS and insurance year
LOSS OF KEYS	€300.00 per LOSS and insurance year	€1,000.00 per LOSS and insurance year
UPHOLSTERY DAMAGE	€200.00 per LOSS and insurance year	€1,000.00 per LOSS and insurance year
TOWING, CUSTODY AND PARKING COSTS	€200.00 per LOSS and insurance year	€1,000.00 per LOSS and insurance year
DAMAGE TO BAGGAGE	€200.00 per LOSS and insurance year	€1,000.00 per LOSS and insurance year
AIRBAG RESET	Not included in the package	€500.00 per LOSS and insurance year
WASHING	Not included in the package	€100.00 per LOSS and insurance year

For the Classic New Package, the COMPANY reimburses up to a maximum of €600.00 per insurance year cumulatively for all the covers, without prejudice to the sub-limits envisaged and shown in the previous table for each of them.

What to do in the event of a Loss?

[The following articles contain and illustrate in detail the obligations of the PARTIES and the general indications relating to the management of LOSSES]

1. Obligations in the event of a loss

The LOSS must be reported in writing to the agency to which the contract is assigned or to the registered office of the COMPANY, within three days from when the CONTRACTING PARTY became aware of it, indicating the presumed extent of the damage and the date of the event and attaching the documentation required in the specific conditions of each cover.

In the event of insurance with several insurers², the CONTRACTING PARTY must notify each of them indicating the name of the others.

For the “*Theft*”, “*Arson*”, “*New Acts of Vandalism*” and “*Top Acts of Vandalism*”, covers the INSURED PARTY must immediately report the LOSS to the competent authority by forwarding a copy of the report, validated by the same, to the COMPANY.

The CONTRACTING PARTY, in the event of theft without finding the VEHICLE registered in the Public Register, must provide the COMPANY:

- chronological certificate from the Public Automobile Register of the stolen VEHICLE, with annotation of the loss of possession;
 - certificate of ownership with annotation of the loss of possession;
 - in the case of a VEHICLE registered abroad, certificate of origin;
 - the original complete set of keys supplied with the VEHICLE.
- In addition, the CONTRACTING PARTY, in the event of theft or robbery (attempted or committed) must provide the COMPANY with an authentic copy of the report made to the competent authority. The COMPANY is also entitled to request, before paying the INDEMNITY:
- suitable documentation proving the VEHICLE model and type;
 - purchase invoice indicating the description and value of the "non-standard" ACCESSORIES;
 - power of attorney to sell.

For the “*Loss of keys*” cover (see article 1.1 “*FIRE AND THEFT*”) and Loss of keys (contained in the Classic New and Elite Packages), in the event of loss or theft of even one of the keys supplied with the VEHICLE, the CONTRACTING PARTY must immediately report to the competent Authorities and request a duplicate as quickly as possible.

Limited to the “*Transport*” cover, contained in the Elite Package, in the event of a LOSS, claims for damage caused to the VEHICLE must be immediately notified to the cargo officers, who will draw up the damage report on behalf of the passenger. The copy of the report, also signed by the passenger, must be delivered to the COMPANY together with the ticket for the transport carried out.

For the “*Satellite Clause*” cover, in the event of a LOSS, the INSURED PARTY, to demonstrate the installation of the system and its correct functioning, must deliver to the COMPANY:

- installation certificate of the satellite anti-theft system;
- certificate of taking charge of the system by the Operations Centre, and declaration of the management of the satellite system by the same certifying:
 - the regular activation of the system on the date of the theft;
 - the date and time of activation of the alarm signal and the subsequent interventions carried out, complete with the date and time of their start (engine block, etc.);
 - suitable documentation proving the correct functioning of the GSM module



by the satellite anti-theft system (invoices or declaration of the mobile telephone operator);

^z Pursuant to Article 1910 of the Civil Code.

- documentation proving the regular payment of the fee relating to the VEHICLE surveillance services at the time of the LOSS.

2. Repairs, replacement in kind of stolen or damaged items

With the exception of urgent repairs, necessary to bring the damaged VEHICLE to the garage or workshop, the INSURED PARTY must not carry out any repairs before having received the documentable consent of the COMPANY, provided this is given within the period of eight working days from receipt of the LOSS report.

If the consent of the COMPANY is not communicated within this period or in the event of an objectively documented urgency to carry out the repairs, the INSURED PARTY can proceed with the repairs, but is obliged to keep the traces and residues of the LOSS until the damage is ascertained by the COMPANY, without being entitled to any INDEMNITY.

The COMPANY may have the repairs necessary to restore the damaged VEHICLE carried out directly, as well as replace it, or its parts, instead of paying the INDEMNITY; however, the amounts due for DEPRECIATION, EXCESS and DISCOVERIES provided for in the contract will remain at the expense of the INSURED PARTY.

The COMPANY may also take over ownership of the wreck after the LOSS, paying its commercial value net of any DISCOVERIES or EXCESS provided for in the contract; in this case, the INSURED PARTY must collaborate with all formalities relating to the transfer of ownership, making the necessary documents available to the COMPANY to facilitate the related operations.

3. Determination of the amount of damage suffered by the insured vehicle

a) Total damage

If the LOSS causes the total loss of the insured VEHICLE, the damage is equal to the commercial value of the VEHICLE, without taking into account the consequences for the lack of enjoyment or use and any other possible prejudices. As part of the INSURED VALUE, the amount of damage is determined based on the prices reported by the Quattroruote magazine (for cars) of the month in which the LOSS occurred. In the absence of a quotation, reference will be made to the average of the valuations reported by the EUROTAX publications or to the quotations of other specialized magazines in the sector or to those resulting from market surveys. A total loss is also considered if the damage, determined with the criteria indicated in the following paragraphs, is equal to or greater than the commercial value of the VEHICLE.

By way of example, if:

- the INSURED PARTY suffers the total loss of the VEHICLE (damage equal to or greater than the commercial value of the VEHICLE)
 - the VEHICLE has a LIST PRICE of €15,000.00, reported in the magazine Quattroruote at the time of the LOSS
 - the VEHICLE has an INSURED VALUE of €18,000.00
- then the INDEMNITY will be equal to €15,000.00.

b) Partial damage

Partial damage is the cost of repairs or replacements of damaged or stolen parts. On the newly supplied parts replaced due to the LOSS, there will be a reduction in the same proportion existing between the value attributed to the VEHICLE as described above and the new purchase price of the VEHICLE at the time of the LOSS³.



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3 Pursuant to Article 1908 of the Civil Code.

By way of example:

- Following the LOSS, it is necessary to replace the front bumper: the replacement costs €1,000
- The commercial value of the VEHICLE at the time of the LOSS is €7,000.00
- The purchase price of the same new VEHICLE is €10,000.00

Calculation of the INDEMNITY

$$10,000 * (7,000/10,000) = €700.00$$

c) Proportional rule

If the insurance covers only part of the value that the VEHICLE had at the time of the LOSS, the COMPANY is liable for damages in the proportion existing between the INSURED VALUE and the actual value of the VEHICLE4.

By way of example:

- INSURED VALUE: €8,000.00
- Commercial value: €10,000.00
- Damage: €2,000.00

Calculation of the INDEMNITY

$$2,000 * (8,000/10,000) = €1,600.00$$

d) VAT (Value added tax)

In determining the damage, the impact of VAT will be taken into account for the part that, according to the provisions on tax and fiscal matters, has been or will be the actual responsibility of the INSURED PARTY and provided that the tax is included in the INSURED VALUE.

If the insured VEHICLE is registered and owned by a Leasing company, the COMPANY, in the event of total damage, undertakes to reimburse the lessee, who is not allowed to deduct the tax, a portion of the VAT paid up to the date of the LOSS; this amount will be determined in the same proportion existing between the total cost of the loan and the amount of the fees paid up to that date.

The damage does not include the expenses for modifications, depreciation and deprivation of the use of the VEHICLE resulting from the repairs, nor the costs of towing or keeping it.

4. Determination of the damage and payment of the indemnity

In the event of total theft, the COMPANY will make a written proposal to settle the damage or communicate the reasons why it is not possible to make such a proposal within 30 days of receiving the necessary documentation indicated in the contract. The aforementioned proposal will be made regardless of the delivery of the certificate of termination of the criminal investigation that may be requested5. If the subsequent acquisition of the aforementioned certificate should highlight the non-indemnification of the LOSS, the COMPANY reserves the right to request the return of any amount paid. If the stolen items are recovered in whole or in part, the INSURED PARTY must notify the COMPANY as soon as they become aware of it. If the COMPANY has already paid the INDEMNITY, it acquires the right to possess the stolen items and the INSURED PARTY must collaborate with all the formalities relating to the transfer of ownership by making the necessary documents available to the COMPANYi and facilitating the related operations. If the damage has been partially indemnified, the recovery value is divided between the COMPANY and the INSURED PARTY in the same proportion.

4 Pursuant to Article 1907 of the Civil Code.

5 Pursuant to Article 150-bis, 1st paragraph, of the CAP.

For all other covers, the COMPANY will formulate a proposal for the settlement of the damage or communicate the reasons why it is not possible to make any proposal within 60 days from the acquisition of any expert assessments and the necessary documentation requested and/or indicated in the contract for the purposes of the assessment and determination of the damage.

In any case, for all the covers provided for in the contract, the COMPANY will formulate the written proposal for the settlement of the damage or communicate the reasons why it is not possible to formulate the proposal within 180 days of receipt of the LOSS report.

Within 15 days of receipt of acceptance of the aforementioned proposal, the COMPANY transmits the transaction and receipt deed and pays the INDEMNITY within 15 days of receipt of the signed settlement and receipt deed, accompanied by any documents specified in the deed itself.

In the event of non-acceptance of the aforementioned proposal, the INSURED PARTY, before any other initiative (mediation, civil judgment) must activate the contractual expert opinion for the resolution of technical issues relating to the determination of the amount of indemnifiable damage, requesting the initiation of the procedure and communicating the name of its trusted expert to the COMPANY. The COMPANY will in turn appoint its own expert within 15 days of receiving the communication. In the event of disagreement, the experts appoint a third technician and decisions are taken by majority vote. If the experts do not agree on the appointment of the third party, the choice is sent back to the Presiding Judge of the Court in whose jurisdiction the agency to which the POLICY is assigned is located or where the contract was concluded.

The Panel of Experts decides without appeal and without any judicial formality and the decision binds the parties even if the dissenting expert has not signed it.

Each PARTY bears the expense of its own expert, the expense of the third expert is borne by the COMPANY and the CONTRACTING PARTY in equal parts. The CONTRACTING PARTY grants the COMPANY the right to settle said expense by deducting the share to be paid from the INDEMNITY due to them. The COMPANY will pay the amount established within 30 days of the acquisition of the minutes drawn up by the Panel.

If the COMPANY does not pay the amount indicated by the Panel within the aforementioned term, the INSURED PARTY will be free to act in another and different location.

The payment of the INDEMNITY is made in current currency provided that no opposition has been made⁶ if the VEHICLE has privileges, pledges, mortgages, administrative stops.

In the event of the existence of several insurance contracts covering the same RISK, the COMPANY shall pay the INDEMNITY, within the overall amount of the damage, in the proportion existing between the amount due according to the contract and the overall sum of the amounts due by all insurers according to their respective contracts, excluding any joint and several liability with other insurers.

In the event that the same POLICY is divided by shares among several insurance companies, each of them is required to provide the service in proportion to the respective share, as indicated in the contract, excluding any joint and several liability.

5. Waiver of the right of subrogation

The COMPANY waives the exercise of subrogation action towards the driver duly authorized to drive the VEHICLE, or the transported and family members of the

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„In application of the rules referred to in Article 2742 of the Civil Code.
7 Article 1916 of the Italian civil code.

6. Non-opposability against the company of the deeds of damage detection and subsequent deeds

The practices initiated by the COMPANY for the detection of the damage, the liquidation and the payment do not prejudice the reasons of the COMPANY itself for imposition, forfeiture, reservations or other rights whose applicability was recognised at any time.





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Table summarising obligations in the event of a Loss

Affected Cover	What to do NOW	What to do WITHIN 3 DAYS	For the settlement of the Damage
<div> <div>  </div> <div> <div>Theft</div> <div>In the event of total theft:</div> </div> </div>	<div> <div>  </div> <div> <div>Report to the competent Authority. In the event of partial theft, a detailed description of all the damage suffered by the vehicle.</div> <div>Report to the Agency by submitting the report to the Authority by communicating, in the case of partial theft, where the vehicle is located for the assessment.</div> </div> </div>	<div> <div>  </div> <div> <div>In the event of partial theft, the report must contain a description of the details of the damage suffered by the vehicle.</div> <div>- general chronological certificate;</div> </div> </div>	<div> <div>  </div> <div> <div>Left, the report must contain a description of the details of the damage suffered by the vehicle.</div> <div>- certificate of ownership with annotation of the loss of possession;</div> <div>- original of the vehicle registration document if not included in the theft report;</div> <div>- original set of keys/code cards supplied.</div> <div>Vittoria has the right to request:</div> <div>- power of attorney to sell.</div> </div> </div>
<div> <div> <div>Fire</div> <div>Keep the traces of the damage.</div> </div> </div>	<div> <div> <div>Fire</div> <div>Report to the Agency with a description of the details of the damage. In the event of total loss: certificate of ownership with the annotation of the deregistration of the vehicle</div> </div> </div>	<div> <div> <div>Fire</div> <div>Report to the Agency with a description of the details of the damage. In the event of total loss: certificate of ownership with the annotation of the deregistration of the vehicle</div> </div> </div>	<div> <div> <div>Fire</div> <div>Details of the loss from the Public Automobile Register (P.R.A.) and the demolition certificate issued by the wrecker.</div> </div> </div>
<div> <div> <div>Vandalism</div> </div> </div>	<div> <div> <div>Vandalism</div> <div>Complaint to the local authority complete with the detailed description of the damage suffered by the insured vehicle.</div> </div> </div>	<div> <div> <div>Vandalism</div> <div>Report to the Agency by communicating where the vehicle is for the assessment</div> </div> </div>	<div> <div> <div>Vandalism</div> <div>Report to the Agency by communicating where the vehicle is for the assessment</div> </div> </div>
<div> <div> <div>Natural phenomena</div> </div> </div>	<div> <div> <div>Natural phenomena</div> </div> </div>	<div> <div> <div>Natural phenomena</div> <div>Tax receipt/invoice certifying the repair of the vehicle</div> </div> </div>	<div> <div> <div>Natural phenomena</div> <div>Report to the Agency by communicating where the vehicle is for the assessment</div> </div> </div>
<div> <div> <div>Break-in damage</div> </div> </div>	<div> <div> <div>Break-in damage</div> <div>Complaint to the local authority complete with the detailed description of the damage suffered by the insured vehicle</div> </div> </div>	<div> <div> <div>Break-in damage</div> </div> </div>	<div> <div> <div>Break-in damage</div> </div> </div>
<div> <div> <div>Loss of keys</div> </div> </div>	<div> <div> <div>Loss of keys</div> </div> </div>	<div> <div> <div>Loss of keys</div> </div> </div>	<div> <div> <div>Loss of keys</div> <div>Damage to the upholstery</div> </div> </div>
<div> <div> <div>Tax receipt/invoice certifying the costs incurred for opening the doors and replacing the locks.</div> </div> </div>	<div> <div> <div>Tax receipt/invoice certifying the costs incurred for opening the doors and replacing the locks.</div> </div> </div>	<div> <div> <div>Tax receipt/invoice certifying the costs incurred for opening the doors and replacing the locks.</div> </div> </div>	<div> <div> <div>Tax receipt/invoice certifying the costs incurred for opening the doors and replacing the locks.</div> </div> </div>
<div> <div> <div>Tax receipt/invoice certifying the costs incurred for replenishing the upholstery.</div> </div> </div>	<div> <div> <div>Tax receipt/invoice certifying the costs incurred for replenishing the upholstery.</div> </div> </div>	<div> <div> <div>Tax receipt/invoice certifying the costs incurred for replenishing the upholstery.</div> </div> </div>	<div> <div> <div>Tax receipt/invoice certifying the costs incurred for replenishing the upholstery.</div> </div> </div>
<div> <div> <div>Tax receipt / invoice certifying the expenditure incurred</div> </div> </div>	<div> <div> <div>Tax receipt / invoice certifying the expenditure incurred</div> </div> </div>	<div> <div> <div>Tax receipt / invoice certifying the expenditure incurred</div> </div> </div>	<div> <div> <div>Tax receipt / invoice certifying the expenditure incurred</div> </div> </div>
<div> <div> <div>Windows</div> </div> </div>	<div> <div> <div>Windows</div> <div>certifying the transport of the person for rescue.</div> </div> </div>	<div> <div> <div>Windows</div> <div>Reimbursement of R.C.A.</div> </div> </div>	<div> <div> <div>Windows</div> <div>Report to the Agency with a description of the details sustained</div> </div> </div>
		<div> <div> <div>Windows</div> <div>description of the details of the damage suffered by the vehicle.</div> </div> </div>	<div> <div> <div>Windows</div> <div>Tax receipt/invoice certifying the replacement/repair of the glass</div> </div> </div>

Affected Cover	What to do NOW	What to do WITHIN 3 DAYS	For the settlement of the Damage
 Windows Indemnity in a Specific Form with a window affiliated with Vittoria for making an appointment.	 Loss report to be submitted to the selected centre Alternatively: contact your agency to report the loss and instructions for choosing the partner centre through the MyVittoria app for the opening of the loss 1. Go to a specialized centre The centre will arrange for the repair/replacement of the window 2. Recovery of expenses for new registration or change of ownership	 the centre specialising in the repair of the vehicle directly to the proceed with	 specialised repair/replacement of the vehicle Report of theft presented to the Authority or, in the case of total
 loss not resulting from the total theft of the vehicle, description of the fact certifying the total loss of the vehicle.		 In the event of total loss not resulting from the total theft of the vehicle, documentation certifying the total loss of the vehicle (certificate of ownership noting the deregistration).	 resulting from the total theft of the vehicle, description of the fact certifying the total loss of the vehicle.
 Property Tax Refund		 Report of theft presented to the Authority or, in the case of total loss not resulting from the total theft of the vehicle, description of the fact certifying the total loss of the vehicle. Copy of the last payment of property tax if not stolen	 the Authority or, in the case of total loss not resulting from the total theft of the vehicle, description of the fact certifying the total loss of the vehicle.
 Damage to baggage		 Complaint presented to the Authority with a description of the damaged baggage	
 Fully comprehensive		 Report to the Agency attaching a description of the details of the loss and information relating to the place where the vehicle is admitted for the assessment. In the event of total loss, present the demolition form and vehicle history abstract	
 Collision		 Report to the Agency by attaching the agreed motor accident statement, if completed, or otherwise with the description of the details of the accident and the name and address of the witnesses present at the event, also communicating where the vehicle is located for the assessment. In the event of total loss, submit the demolition form and vehicle history abstract	

Regulatory appendix

[This part details the articles of LAW referred to in the Insurance Conditions, additional to the articles in the regulatory appendix of the document called "The contract from A to Z"]

CIVIL CODE

Article 1201 - Subrogation by the creditor's will

The creditor, receiving the payment from a third party, can subrogate their rights. Subrogation must be done expressly and simultaneously with the payment.

Article 1907 - Partial insurance

If the insurance covers only part of the value that the insured item had at the time of the loss, the insurer is liable for damages in proportion to the aforementioned part, unless otherwise agreed.

Article 1908 - Value of the insured item

In ascertaining the damage, it is not possible to attribute to the perished or damaged item a value higher than they had at the time of the loss.

However, the value of the insured items can be established at the time of the conclusion of the contract, by means of an estimate accepted in writing by the parties. The declaration of value of the insured items contained in the policy or in other documents is not the same as an estimate.

Article 1916 - Insurer's right of subrogation

The insurer who paid the indemnity is subrogated, up to the amount of it, in the rights of the insured party towards responsible third parties.

Except in the case of wilful misconduct, subrogation does not take place if the damage is caused by the children, ancestors, other relatives or kins of the insured party permanently living with them or by servants.

The insured is liable to the insurer for the damage caused to the right of subrogation.

The provisions of this article also apply to insurance against accidents at work and against accidental misfortunes.

Article 2742 - Subrogation of the indemnity for the item

If the items subject to privilege, pledge or mortgage have perished or deteriorated, the sums owed by the insurers for compensation of the loss or deterioration are bound to the payment of the privileged, pledged or mortgage loans, according to their degree, except that the same are used to repair the loss or deterioration. The judicial authority may, at the request of the interested parties, take appropriate precautions to ensure the use of the sums in restoring or repairing the item.

Insurers are released if they pay after thirty days of loss or deterioration, without any opposition being made. However, when it comes to properties on which registrations are burdened, the insurers are not released from the notification to registered creditors of the event that it gave rise to the loss or deterioration, until the thirty-day term has elapsed without opposition.

The sums due for compulsory easements or forced communion or expropriation for public interest are also bound to the payment of the aforementioned receivables, the provisions of the special law being observed for the latter.


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Article 149 - Procedure for direct compensation

1. In the event of an accident between two motor vehicles identified and insured for mandatory civil liability, which resulted in damage to the vehicles involved or their drivers, the injured parties must address the claim for compensation to the insurance company that entered into the contract relating to the vehicle used.
2. The direct compensation procedure concerns damage to the vehicle as well as damage to the transported property owned by the insured party or the driver. It also applies to the damage to the person suffered by the driver who is not responsible if it is contained within the limit set by Article 139. The procedure does not apply to claims involving vehicles registered abroad and to compensation for damage suffered by the third party transported as governed by Article 141.
3. The company, following the submission of the request for direct compensation, is obliged to provide for the settlement of damages on behalf of the insurance company of the responsible vehicle, without prejudice to the subsequent regulation of the relations between the companies themselves.
4. If the injured party declares to accept the sum offered, the insurance company will make the payment within fifteen days of receiving the communication and the injured party is required to issue a letter of discharge valid also for the person responsible for the accident and their insurance company.
5. The insurance company, within fifteen days, pays the sum offered to the injured party who has communicated not to accept the offer or who has not sent any response. The sum paid in this way is charged to the eventual final settlement of the damage.
6. In the event of communication of the reasons that prevent direct compensation or in the event of failure to communicate an offer or denial of an offer within the terms provided for in Article 148 or failure to agree, the injured party may propose direct action referred to in Article 145, paragraph 2, only in relation to its own insurance company. The vehicle insurance company of the person responsible may request to intervene in the judgment and may oust the other company, recognising the responsibility of its policyholder without prejudice, in any case, to the subsequent regulation of the relations between the companies themselves as provided for in the scope of the direct compensation system.

Article 150 - Rules of the direct compensation system

1. By decree of the President of the Republic, on the proposal of the Minister of Economic Development, to be issued within ninety days from the date of entry into force of this code, the following are established:
 - a) the criteria for determining the degree of responsibility of the parties also for the definition of internal relations between insurance companies;
 - b) the content and procedures for submitting the loss report and the necessary formalities for compensation of damage;
 - c) the procedures, conditions and obligations of the insurance company for the compensation of the damage;
 - d) the limits and conditions of compensation for ancillary damages;
 - e) the principles for cooperation between insurance companies, including the benefits to policyholders deriving from the direct compensation system.
2. The provisions relating to the procedure provided for in Article 149 do not apply to insurance companies with registered offices in other Member States operating in the territory of the Republic pursuant to Articles 23 and 24, unless they have joined the direct compensation system.
3. IVASS (Insurance Supervisory Institute) monitors the direct compensation system and the principles adopted by the companies to ensure the protection of the injured party, the proper performance of settlement operations and the stability of the

Article 150-bis - Certificate of closed investigation

1. The insurance company is obliged to pay compensation for damage deriving from theft or fire of a motor vehicle, regardless of the request for the issue of the certificate of closed investigation, without prejudice to the provisions of paragraph 2.
2. In judicial proceedings in which the offence referred to in Article 642 of the Criminal Code is prosecuted, limited to cases where the insured property is a vehicle, the compensation for damage deriving from theft or fire of the vehicle itself is made subject to the issue of the certificate of closed investigation.

HIGHWAY CODE

Article 186 - Driving under the influence of alcohol

1. Driving under the influence of alcohol as a result of the use of alcoholic beverages is prohibited. The court is competent to impose the sentence
 2. Anyone driving under the influence of alcohol is punished, if the fact does not constitute a more serious crime:
 - a) with the administrative sanction of the payment of a sum from €544 to €2,174, if a value corresponding to a blood alcohol level greater than 0.5 and not greater than 0.8 grams per litre (g/l) has been ascertained. Upon ascertaining the violation, the additional administrative sanction of the suspension of the driving licence from three to six months is ensured;
 - b) with a fine from €800 to €3,200 and imprisonment for up to six months, if a value corresponding to a blood alcohol level higher than 0.8 and not higher than 1.5 grams per litre (g/l) has been ascertained. In any case, the ancillary administrative sanction of suspension of the driving licence from six months to one year follows the ascertainment of the crime;
 - c) with a fine ranging from €1,500 to €6,000, the arrest from six months to a year, if a value corresponding to a blood alcohol level higher than 1.5 grams per litre (g/l) has been ascertained. In any case, the ancillary administrative sanction of suspension of the driving licence from one to two years follows the ascertainment of the crime. If the vehicle belongs to a person not involved in the crime, the duration of the suspension of the driving licence is doubled. The driving licence is always revoked, in accordance with Chapter II, Section II, of Title VI, in the event of recidivism within the two-year period. With the sentence of conviction or application of the penalty at the request of the parties, even if the conditional suspension of the sentence has been applied, the confiscation of the vehicle with which the crime was committed is always ordered, unless the vehicle itself belongs to a person unrelated to the crime. For the purposes of the seizure, the provisions of Article 224-ter apply.
- 2-bis. If the drunk driver causes a road accident, the penalties referred to in paragraph 2 of this article and paragraph 3 of Article 186-bis are doubled and the administrative detention of the vehicle is ordered for one hundred and eighty days, unless the vehicle belongs to a person unrelated to the offence. If, for the driver who causes a road accident, a value corresponding to a blood alcohol level higher than 1.5 grams per litre (g/l) has been ascertained, without prejudice to the provisions of the fifth and sixth period of letter c) of paragraph 2 of this article, the driving licence is always revoked pursuant to Chapter II, Section II, of Title VI. In any case, the application of Article 222 is reserved.
- 2-ter. Competent to judge the crimes referred to in this article is the single court.
- 2-quater. The provisions relating to the ancillary sanctions referred to in paragraphs 2 and 2-bis are also applied in the event of the application of the penalty at the request of the parties.
- 2-quinquies. Unless the seizure is ordered pursuant to paragraph 2, the vehicle, if it cannot be driven by another suitable person, can be transported to the place indicated by the person concerned or to the nearest garage and left to be handed over to the

owner or to the manager of it with the normal covers for safekeeping. The costs for recovery and transport are entirely borne by the offender.

2-sexies. The fine provided for in paragraph 2 is increased from one third to one half when the offence is committed after 10 pm and before 7 am.



2-septies. The mitigating circumstances concurrent with the aggravating circumstance referred to in paragraph 2-sexies cannot be considered equivalent or prevalent with respect to this. The penalty decreases are applied on the amount of the same resulting from the increase consequent to the aforementioned aggravating circumstance. 2-octies. A share equal to twenty percent of the fine imposed with the conviction that considered the aggravating circumstance referred to in paragraph 2-sexies to exist is intended to build the Fund against nocturnal accidents referred to in Article 6-bis of the decree-law no. 117 of 3 August 2007 converted with amendments by law no. 160 of 2 October 2007 and subsequent amendments.

3. In order to acquire useful elements to justify the obligation to submit to the checks referred to in paragraph 4, the traffic police bodies referred to in Article 12, paragraphs 1 and 2, according to the directives provided by the Ministry of the Interior, in compliance of personal confidentiality and without prejudice to physical integrity, can subject drivers to non-invasive quality checks or tests, even through portable devices.

4. When the qualitative assessments referred to in paragraph 3 have given a positive result, in any case of an accident or when there is otherwise reason to believe that the driver of the vehicle is in a state of psychophysical alteration deriving from the influence of alcohol, the Traffic Police pursuant to Article 12, paragraphs 1 and 2, also accompanying them to the nearest office or command, have the right to carry out the assessment with tools and procedures determined by the regulation.

5. For drivers involved in road accidents and subjected to medical treatment, the assessment of the alcohol level is carried out, at the request of the traffic police bodies referred to in Article 12, paragraphs 1 and 2, by the basic health facilities or those accredited or in any case equivalent for such purposes. The health facilities issue the relevant certification to the traffic police bodies, extended to the prognosis of the ascertained injuries, ensuring compliance with the confidentiality of data in accordance with the current legal provisions. A copy of the certification referred to in the previous period must be promptly transmitted, by the police body that carried out the investigations, to the prefect of the place where the violation was committed for any relevant measures. The provisions of paragraph 5-bis of Article 187 apply.

6. If the assessment referred to in paragraphs 4 or 5 shows a value corresponding to an alcohol level higher than 0.5 grams per litre (g/l), the person concerned is considered drunk for the purposes of applying the sanctions of referred to in paragraph 2.

7. Unless the fact constitutes a more serious offence, in the event of the refusal of the assessment referred to in paragraphs 3, 4 or 5, the driver is punished with the penalties referred to in paragraph 2, letter c). The conviction for the offence referred to in the preceding period involves the ancillary administrative sanction of the suspension of the driving licence for a period from six months to two years and the confiscation of the vehicle with the same methods and procedures provided for by paragraph 2, letter c), unless the vehicle belongs to a person unrelated to the violation. With the order with which the suspension of the driving licence is imposed, the prefect orders that the driver undergo a medical examination according to the provisions of paragraph 8. If the offence is committed by a person already convicted in the two previous years for the same crime, the additional administrative sanction of the revocation of the driving licence is always imposed pursuant to Chapter I, Section II, of Title VI.

8. With the order by which the suspension of the driving licence is imposed pursuant to paragraphs 2 and 2-bis, the prefect orders that the driver undergo a medical examination pursuant to Article 119, paragraph 4, which must take place within the deadline of sixty days. If the driver does not submit to it within the set deadline, the prefect may order, as a precaution, the suspension of the driving licence until the outcome of the medical examination.

9. If the assessment referred to in paragraphs 4 and 5 shows a value corresponding to a blood alcohol level higher than 1.5 grams per litre, without prejudice to the application of the sanctions referred to in paragraphs 2 and 2-bis, the prefect, as a

nce until the outcome of the medical examination referred to in paragraph 8.
9-bis. Apart from the cases provided for by paragraph 2-bis of this article, the custodial
and monetary penalty can be replaced, even with the criminal conviction decree, if
there is no opposition from the accused, with that of the public service work referred to
in Article 54



of legislative decree no. 274 of 2000, according to the procedures provided for therein and consisting in the provision of an unpaid activity in favour of the community to be carried out, as a priority, in the field of road safety and education in the State, the regions, the provinces, municipalities or in social assistance and voluntary bodies or organisations, or in specialised centres for the fight against addiction. With the criminal decree or sentence, the judge instructs the local office of criminal execution or the bodies referred to in Article 59 of Legislative Decree no. 274 of 2000 to verify the effective performance of the public service work. Notwithstanding the provisions of Article 54 of Legislative Decree no. 274 of 2000, public service work has a duration corresponding to that of the imprisonment sanction imposed and the conversion of the pecuniary penalty, equating 250 euros to one day of public service work. In the event of a positive performance of the public service work, the judge sets a new hearing and declares the crime extinguished, orders the reduction to half of the sanction for the suspension of the licence and revokes the confiscation of the seized vehicle. The decision is appealable in cassation. The appeal does not suspend execution unless the judge who issued the decision orders otherwise. In the event of violation of the obligations related to the performance of public service work, the prosecuting judge or the execution judge, at the request of the public prosecutor or office, with the formalities referred to in Article 666 of the criminal procedure code, taking into account the reasons, the extent and the circumstances of the violation, orders the revocation of the substitute sentence with the reinstatement of the substituted one and the administrative sanction of the suspension of the driving licence and of the confiscation. Public service work can replace the penalty no more than once.

Article 187 - Driving in a state of psycho-physical alteration due to the use of drugs

1. Anyone who drives in a state of psycho-physical alteration after taking narcotic or psychotropic substances is punished with a fine ranging from €1,500 to €6,000 and arrest from six months to one year. In any case, the ancillary administrative sanction of suspension of the driving licence from one to two years follows the ascertainment of the crime. If the vehicle belongs to a person unrelated to the crime, the duration of the licence suspension is doubled. For the drivers referred to in paragraph 1 of Article 186-bis, the penalties referred to in the first and second sentences of this paragraph are increased by one third to one half. The provisions of paragraph 4 of Article 186-bis apply. The driving licence is always revoked, pursuant to chapter II, section II, of title VI, when the offence is committed by one of the drivers referred to in the letter

d) of the aforementioned paragraph 1 of Article 186-bis, or in the event of recidivism within the three-year period. With the sentence or the application of the sentence at the request of the parties, even if the conditional suspension of the sentence has been applied, the confiscation of the vehicle with which the crime was committed is always ordered, unless the vehicle itself belongs to a person unrelated to the crime. For the purposes of the seizure, the provisions of Article 224-ter apply.

1-bis. If the driver in a state of psycho-physical alteration after taking narcotic or psychotropic substances causes a road accident, the penalties referred to in paragraph 1 are doubled and, without prejudice to the provisions of the seventh and eighth periods of paragraph 1, the driving licence is always revoked pursuant to Chapter H, Section H, of Title VI. In any case, the application of Article 222 is reserved.

1-ter. Competent to judge the crimes referred to in this article is the single court. The provisions of Article 186, paragraph 2-quater apply.

1-quater. The fine provided for in paragraph 1 is increased from one third to one half when the offence is committed after 10 pm and before 7 am. The provisions of Article 186, paragraphs 2-septies and 2-octies apply.

2. In order to acquire useful elements to justify the obligation to submit to the checks referred to in paragraph 3, the traffic police bodies referred to in Article 12, paragraphs

nistry of the Interior, in compliance of personal confidentiality and without prejudice to physical integrity, can subject drivers to non-invasive quality checks or tests, even via portable devices.



2-bis. When the investigations referred to in paragraph 2 provide a positive result or when there is otherwise reasonable reason to believe that the driver of the vehicle is under the effect resulting from the use of narcotic or psychotropic substances, the drivers, in compliance with personal confidentiality and without prejudice to physical integrity, can be subjected to clinical-toxicological and instrumental or analytical tests on oral mucosa samples taken by auxiliary health personnel of the police forces. By decree of the Minister of Infrastructure and Transport, in agreement with the Ministers of the Interior, Justice and Health, after consulting the Presidency of the Council of Ministers - Department for Drug Policies and the Higher Council of Health, to be adopted within sixty days from the date of entry into force of this provision, the methods for carrying out the assessments referred to in the previous sentence are established, without new or greater charges to the State budget, and the characteristics of the instruments to be used in the assessments themselves. Where necessary to ensure the financial neutrality referred to in the previous sentence, the same decree may provide that the checks referred to in this paragraph are carried out on samples of oral fluid rather than on oral mucosa samples.

3. In the cases provided for by paragraph 2-bis, if it is not possible to carry out the sampling by the auxiliary health personnel of the police forces or if the driver refuses to undergo such sampling, the traffic police officers referred to in Article 12, paragraphs 1 and 2, without prejudice to the additional obligations established by law, accompany the driver to fixed or mobile health facilities belonging to the aforementioned traffic police bodies or to public health facilities or to those accredited or in any case equivalent for these purposes, for the collection of samples of biological liquids for the purpose of carrying out the necessary tests to ascertain the presence of narcotic or psychotropic substances. The same provisions apply in the event of accidents, compatibly with the detection and rescue activities.

4. The health facilities referred to in paragraph 3, at the request of the traffic police bodies referred to in Article 12, paragraphs 1 and 2, also carry out checks on drivers involved in road accidents and subjected to medical treatment, for the purposes indicated in paragraph 3; they may also simultaneously concern the blood alcohol level provided for in Article 186.

5. The health facilities issue the relevant certification to the traffic police bodies, extended to the prognosis of the ascertained injuries, ensuring compliance with the confidentiality of data in accordance with the current legal provisions. The funds necessary for carrying out the investigations resulting from road accidents are found within the funds allocated to the National Road Safety Plan referred to in Article 32 of the Law no. 144 of 17 May 1999.] A copy of the positive health report must be promptly sent, by the police body that carried out the investigations, to the prefect of the place where the violation was committed for any relevant measures.

5-bis. If the outcome of the investigations referred to in paragraphs 3, 4 and 5 is not immediately available and the investigations referred to in paragraph 2 have a positive outcome, if there are well-founded reasons to believe that the driver is in a state of psycho-physical alteration after taking narcotic or psychotropic substances, the traffic police bodies may order the withdrawal of the driving licence until the outcome of the investigations and, in any case, for a period not exceeding ten days. The provisions of Article 216 apply insofar as they are compatible. The withdrawn licence is deposited at the office or command unit that the investigating body depends on.

6. The prefect, on the basis of the outcome of the analytical tests referred to in paragraph 2-bis, or the certification issued by the centres referred to in paragraph 3, orders that the driver undergo a medical examination pursuant to Article 119 and orders the suspension, as a precautionary measure, of the driving licence until the outcome of the driving licence renewal test which must take place within the term and in the manner indicated by the regulation.

[7. Anyone driving in conditions of physical and psychological alteration related to the use of narcotic or psychotropic substances, where the fact does not constitute a more

186, paragraph 2. The provisions of paragraph 2, last sentence, of Article 186 apply.]

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8. Unless the fact constitutes a crime, in the event of the refusal of the assessment referred to in paragraphs 2, 2-bis, 3 or 4, the driver is subject to the penalties referred to in Article 186, paragraph 7. With the order with which the suspension of the driving licence is imposed, the prefect orders the driver to undergo a medical examination pursuant to Article 119.

8-bis. Apart from the cases provided for by paragraph 1-bis of this article, the custodial and monetary penalty can be replaced, even with the criminal conviction decree, if there is no opposition from the accused, by the public service work referred to in Article 54 of Legislative Decree no. 274 of 28 August 2000, according to the procedures provided therein and consisting in the performance of an unpaid activity in favour of the community to be carried out, as a priority, in the field of road safety and education in the State, regions, provinces, municipalities or in social assistance and voluntary organisations or bodies, as well as in participation in a therapeutic and socio-rehabilitation program for drug addicts as defined pursuant to Articles 121 and 122 of the consolidated act referred to in the Decree of the President of the Republic no. 309 of 9 October 1990. With the criminal decree or the sentence, the judge in charge of the local criminal enforcement office or the bodies referred to in Article 59 of Legislative Decree no. 274 of 2000 to verify the effective performance of the public service work. Notwithstanding the provisions of Article 54 of Legislative Decree no. 274 of 2000, public service work has a duration corresponding to that of the imprisonment sanction imposed and the conversion of the pecuniary penalty, equating 250 euros to one day of public service work. In the event of a positive performance of the public service work, the judge sets a new hearing and declares the crime extinguished, orders the reduction to half of the sanction for the suspension of the licence and revokes the confiscation of the seized vehicle. The decision is appealable in cassation. The appeal does not suspend execution unless the judge who issued the decision orders otherwise. In the event of a breach of the obligations connected with the performance of public service work, the prosecuting judge or the executing judge, at the request of the public prosecutor or office, with the formalities referred to in Article 666 of the Criminal Procedure Code, taking into account the reasons, the extent and the circumstances of the violation, orders the revocation of the substitute sentence with the reinstatement of the substituted one and the administrative sanction of the suspension of the driving licence and of the confiscation. Public service work can replace the penalty no more than once.

