

ASSISTANCE INSURANCE POLICY  
INSURED DAY... ..CAREFREE DAY



The Italian Law is applied to the contract

**ATTENTION  
IN CASE OF:**

**ACCIDENT, ILLNESS OR LIFE-THREATENING CONDITIONS**

Occurring during activities with Mountain Guide or Candidate Mountain Guide,  
ruled by the Local Law September 29, 1994 No. 41

**THE COMPANY WILL PROVIDE YOU WITH:**

<b>A DOCTOR (MEDICAL ADVICE BY TELEPHONE)</b>	<i>To provide with medical advice by telephone in order to handle difficulties</i>
<b>FINANCIAL SUPPORT</b>	<i>To pay for cost necessary during the operations of search, rescue and / or recovering.. <b>Max. Coverage: euro 5.000,00</b></i>
<b>MEDICAL MEANS OF TRANSPORT (ambulance, medical vehicle, airplane)</b>	<i>To enable you to promptly reach the medical facilities appropriate to the event. <b>Max. Coverage: euro 1.500,00</b></i>
<b>MEANS OF TRANSPORT (train, plane, taxi, etc.)</b>	<i>To enable family to promptly reach children under 15 who are left alone after the incident</i>
<b>REPLACEMENT DRIVER</b>	<i>To enable you to take your car to the place you pointed out when all your companions can't secure it <b>Max. Coverage:: euro 200,00</b></i>
<b>INFORMATION SERVICE</b>	<i>To give you useful information on transport, traffic itineraries, maps, train timetable and weather.</i>

## **GLOSSARY**

all parties give the following terms the meaning hereafter pointed out:

**Policy holder:** person whose interest is protected by the insurance policy.

**Insurance:** insurance contract.

**Assistance:** prompt aid in cash and in kind, given to the policy Holder in difficult conditions after an accident.

**Contractor:** UVGAM -Aosta Valley High Mountain Guides Association.

**Mountain Guide/Candidate Mountain Guide:** a person who operates following the Mountain Guide/Candidate Mountain Guide Activity conditions set up in Aosta Valley, as per local Law 7 March 1997 No 7.

**Accident:** fact due to unforeseeable circumstances, violent and external, causing physical injuries objectively certifiable.

**IVASS:** Insurance policies supervisory Authority whose name has been registered since 1 January 2013.

**Illness:** health conditions not due to the accident.

**Life-threatening conditions:** condition of danger of the policy Holder, even only supposed, anyway unable to avoid that condition with the available resources on the spot. That condition will be proved by the Mountain Guide /Candidate Mountain Guide who is the foremost expert to estimate the condition itself

**Insurance policy:** document proving insurance.

**Premium:** amount due by the Contractor to the Insurance society as Insurance fee.

**Professional benefit:** supplied assistance following guarantee offered to the policy Holder.

**Hospitalization:** period of staying in hospital proved by medical record.

**Risk:** chance of accident.

**Policy Form:** document identifying the Insurance Society with whom the contract has been drawn up and containing all important data to be registered.

**Incident:** the fact or event which can occur during the policy validity causing the request of assistance by the policy Holder.

**Society:** UnipolSai Assicurazioni S.p.A.

**Organizational Structure:** Prompt Assistance Structure with legal seat in via Carlo Marengo 25, 10126 Torino and operating offices in corso Massimo D'Azeglio 14, 10125 Torino, composed of doctors, technicians, professionals, acting 24/7 (24 hours a day), every day of the year, who, after a stated agreement with the Society, provide telephone contacts with the policy Holder, arrange and supply assistance benefits as per contract, with costs to be taken over by the insurance Society

## ART. 1 - INSURED PEOPLE AND LOCAL COVERAGE

The insurance policy is active only

- ✓ **for the clients of the Alpine Guides/Candidate Alpine Guides** who have agreed to the present coverage and only for activities ruled by the Local Law September 29, 1994 No 41 and later changes and supplements
- ✓ **for events in Italy, in the neighbouring European countries and in Piedmont, during activities with Alpine Guides and /or Candidates**, ruled by Local Law September 29, 1994 No 41 and later changes and supplements

## ART. 2 - INSURANCE ASSISTANCE SERVICES

### ADVICE:

The supply of the following services has to be subject to prior evaluation of the clinic situation by the medical staff, whose opinion will be compulsory for the Operations centre and the policy Holder, even if this latter has signed for voluntary discharging from the Medical Structure where he is hospitalized. The medical staff can make use of local doctors' advice, in order to decide.

If deemed necessary, the Medical Staff can activate the Health Service and the Medical Emergency

In case of incident, illness and life threatening of the policy Holder, occurred during activities ruled by Local Law September 29, 1994 No 41,

the **INSURANCE**, through **HIS** Operations centre,

- a) supplies the policy Holder with telephone medical advice on the reported disease and on the specialists and structures to rely on, for diagnosis and treatment.

**The Society takes on the related costs.**

**The policy Holder, instead, takes over costs of advice and necessary treatments required by the same to the specialists identified by the Operations centre.**

- b) takes on or repays the policy Holder with all expenses necessary during the operations of search, rescue and/or recovering, both attempted or done/made with any means of assistance whenever the same policy Holder is injured, deceased or missing or anyway in life threatening conditions.

**The Society takes over related costs till a maximum of €5.000,00 (Vat included).**

- c) provides for transportation of the policy Holder to the most adequate medical facility for diagnosis and treatment required for the specific case, the nearest to the assistance site.

If necessary, in the opinion of the Operations center, during transportation, healthcare professionals will be present and/or a person specified by the policy Holder who is present on the assistance location.

**The society takes over costs relating:**

- to transportation management, by the most appropriate means, in relation to the route to be worked over and to medical conditions;
- to the support during transportation

**Till a maximum of €1.500,00 per event, Vat included.**

- d) makes travel arrangement for a family member to get to the assistance site to look after children under 15 who are alone

**The Society takes on the costs for the one-way trip only**, to be made by means of transportation selected among the available ones and considered the most suitable, in relation to the route to be worked over, with the exclusion of the replacement car.

- e) sends appropriate staff to lead the vehicle from the assistance site to the place in Italy, specified by the policy Holder, when any other passenger can't do it in his place, for objective reasons.

**The Society takes over costs relating to the staff assigned till a maximum of €200,00 per event, Vat included.**

**All other costs, such as fuel, motorway tolls, ferries, meals and overnight stays of the staff assigned etc., are excluded and are to be taken over by the policy Holder.**

By the help of the Operations centre, the Society

- f) provides the policy Holder with information on various subjects of common interest such as transportation, traffic, itineraries, routes and maps, train timetables and weather.

**All Information supplied are free**

### ART. 3 - OPERATING RULES/PRINCIPLES

**The Society provides services through the Organizational Structure of First Aid Assistance S.c.r.l. with legal seat in via Carlo Marengo 25, 10126, Torino and operating offices in Corso Massimo d'Azeglio 14, 10125 Torino, at policy Holder's disposal, 24/7 (24 hours a day), every day of the year.**

#### **A) Detailed ways for providing benefits**

Benefits are provided through the Organizational Structure which:

- ✓ selects benefits that are necessary and functional to face the difficulty reported by the policy Holder based on his own information;
- ✓ provides benefits directly or can appoint subjects approved by the Organizational Structure.

#### **The Organizational Structure doesn't provide**

- ✓ benefits not necessary and not functional to face the situation of difficulty;
- ✓ any alternative support, not even by way of compensation with the service not benefited, if the policy Holder, by free choice or carelessness, doesn't or does benefit only in part of services

#### **B) Prerequisites for providing benefits**

**The policy Holder has to provide all information and documents certifying if the event has really occurred ( nature of event, time and place, complaints to the responsible authorities etc.), detailing its consequences and providing the Operations Center with a clear idea of the conditions on which the benefit has to be provided.**

**Notably, the policy Holder has to supply the Operations centre with the first Aid certificate and the appropriate documents certifying that the event has occurred during one of the activities ruled by the Local Law September 29, 1994 No. 41.**

In any case, the provided benefit:

- ✓ must not affect the safety of people and properties;
- ✓ must involve the resources ( knowledge, tools and equipment) being part of the ordinary allocation of the professional categories who the specialists charged by the Operations centre belong to;
- ✓ must respect the procedures usually applied by the subjects appointed by the Operations Centre,
- ✓ in case of situations similar to those resulting from the event whose necessity of aid has come from;
- ✓ must respect the limits resulting from the measures adopted by the public authorities;
- ✓ must respect any kind of rules, customs and practices in force at the time of the request of assistance

The lack of one of the above-mentioned prerequisites can make the providing of the benefit impossible. In such a case, the policy Holder is however entitled to obtain all the other benefits the Operations centre consider necessary to face the situation of difficulty.

### **C) Payment of Benefits/Services**

**The Society only takes on the costs of the benefits/services essential to** the policy Holder to facing the occurred situation of difficulty up to end and anyway within the expenses limits in the contract.

**The policy Holder takes over exceeding costs** and he has to pay directly to the subject providing the benefit/service materially or to the Society in case the latter prepaid on its behalf.

If the policy Holder refuses to pay for the exceeding costs, the Society, within the limits of the maximum, provides the benefit/service or refunds the costs incurred for obtaining it on his own, upon submission of the appropriate tax records.

**The Society reimburses the costs paid by the policy Holder if:**

- ✓ they have been previously authorized by the Operations centre;
- ✓ they are consequential to measures adopted by the public Authorities;
- ✓ it has been impossible to request immediate assistance for reasons of force majeure;
- ✓ procedures to activate the supplier prevent the Society to pay him directly.

For that purpose, the Organizational Structure provides the policy Holder with all information required in pursuing the related activity.

### **ART. 4 – EXCLUSIONS**

Unless it is otherwise specified, benefits/services are not provided if the situation of difficulty is a consequence of:

- ✓ events resulting from criminal acts or mere recklessness of the policy Holder;
- ✓ pathological situations known to the policy Holder at the date of the beginning of the coverage and/or their consequences, relapses or recurrence;
- ✓ treatments for mental illness, psychiatric disease and nervous disorders at large;
- ✓ events resulting from influence of alcohol, drugs, hallucinogens and psycho-pharmaceuticals abuse;
- ✓ wars, strikes, revolutions, riots or popular movements, vandalism, earthquakes.

## ART. 5 - LIMITATIONS

- ✓ The Society is not responsible for damages resulting from delayed action or inaction because of unforeseeable circumstances, force majeure or inaccurate and/or incomplete information supplied by the policy Holder.
- ✓ The Society doesn't recognize any refunds and compensations for services from other Insurance companies or any other agency/authority or services not requested previously to the Organizational Structure nor arranged by this last one.
- ✓ The Society doesn't recognize any refunds or compensations for services not received by the policy Holder by his own choice or carelessness or because not needed.
- ✓ The Society is not responsible for any malicious or negligent facts from professionals selected by the Society itself to provide telephone advice and it is not even responsible for any disputes between the policy Holder and the professionals chosen.
- ✓ Benefits/services are operating prior agreement of the policy Holder and in accordance with the existing Law on "Protection of people and processing of personal data".

## ART. 6 – POLICY HOLDER’S OBLIGATIONS

To obtain assistance, the policy Holder has always to contact, **IN ADVANCE**, **the Operations centre**, using the procedures pointed out in the following article 7 "How to request Assistance".

At the time of the request of assistance, the policy Holder has to communicate to the Operations centre:

- a) the elements for his identification and for verifying his right for service/benefit ( personal data, address or temporary address, identifying details of the contract etc.);
- b) all the information and the necessary documents certifying the occurred event and identifying the benefits/services to be provided and the adequate procedures for supplying them( nature of events, time and place of the occurred event, number of people involved, potential presence of animals etc.)

**The Society doesn't recognize compensations in case of failure from the policy Holder of the obligation to contact promptly and previously the Operations centre, except if not objectively impossible.**

## ART. 7 – HOW TO REQUEST ASSISTANCE

To obtain assistance, the policy Holder **ALWAYS** has to contact the Operations centre **IN ADVANCE**, using the following procedures:

**800 Number 800 905 458** (the recipient takes on phone call cost). **That's not valid in case of phone calls from abroad**

**Local Number +39 011 6523200** (the caller takes on phone call cost) **That's even valid for phone calls from abroad**

**FAX +39 011 6533875**

**E-Mail: [pas.areaassistenza@unipolsai.it](mailto:pas.areaassistenza@unipolsai.it)**

## ART. 8 – COMPLAINTS

Any complaints regarding the contract management, as for allocation of responsibilities, effectiveness of the service, quantification and disbursement of the sums due to the person entitled, namely an insurance service, have to be submitted in writing to the Society to:

**UnipolSai Assicurazioni S.p.A.- Complaints and Clients' Specialist Assistance via della  
Unione Europea n.3/B  
20097 San Donato Milanese (MI)  
Fax No 02.51815353 e-mail reclami@unipolsai**

As to follow up the request, name, surname, fiscal code, Vat registration number of the policy Contractor, have to be pointed out.

If the claimer is not satisfied with the complaint outcome or if no response is received within 45 days, maximum time limit, he could address:

**IVASS Consumer Police Service,  
via del Quirinale 21  
00187 Roma  
tel.No 06.421331**

Written Complaints **submitted** to IVASS, even using the appropriate form available on the website of IVASS ([www.ivass.it](http://www.ivass.it)) and the Society include:

- ✓ name, surname and claimer's address with phone number
- ✓ identification of the subject or subjects whose activity is complained about
- ✓ brief and exhaustive description of claim reasons
- ✓ copy of complaint sent to the Society and potential response from the Society itself
- ✓ any document useful to describe relevant circumstances

Complaints to certify the respect of existing legislation are to be sent directly to **IVASS**.

Useful Information for submission of complaints are listed on the Society website ([www.prontoassistance.it](http://www.prontoassistance.it)) and in periodic reporting sent in the ongoing contract, where applicable.

As for settlement of the cross-border disputes, the claimer living in Italy, can complain to **IVASS** or directly to the responsible foreign system which can be found on the website:

**[http://ec.europa.eu/internal\\_market/finnet/members\\_en.htm](http://ec.europa.eu/internal_market/finnet/members_en.htm), asking for the activation of the procedure FIN-NET.**

In case of failed or partial acceptance of the complaint, without prejudice to apply the Judicial Authority, the claimer can apply to the following proper alternative systems to solve disputes:

- ✓ **mediation proceeding** in front of a system responsible for mediation as per Legislative Decree March 4, 2018 No 8 ( and subsequent changes and supplements); the mediation proceeding is a prerequisite condition to get access to the judicial Authority; this access is obtained with a request to a mediation system through the assistance of a private lawyer, and following the rules of the above said decree;
- ✓ **supported negotiation procedure** as per Law Decree 12 September 2014 No. 132 (converted into Law on 10 November 2014 No. 162); to enter this procedure, an agreement among the parties for a supported negotiation is needed, through the assistance of a private lawyer, following rules of the above said decree;
- ✓ **arbitration procedure** where provided in the contract