

INSURANCE POLICY "MSC COVID-19" WINTER 2020 - 2021

This document can be used for promotional purposes only and does not replace official documents relating to insurance coverage.

GENERAL INSURANCE CONDITIONS FOR THE INSURED PERSON

Art. 1. - OTHER INSURANCE

You may be insured with several insurance companies for the same Risk.

If a Claim occurs, you must inform all the insurance companies with which you are insured for the same Risk, including Europ Assistance, of the existence of other insurance companies covering the same Risk. In this case, Art. 1910 of the Italian Civil Code applies.

Article 1910 of the Italian Civil Code aims to prevent the Insured Person, with more than one insurance policy covering the same Risk taken out with different insurance companies from receiving a total sum greater than the damage suffered. For this reason, in the event of a claim, the Insured Person must inform each insurance company of all the insurance policies taken out with the others, for the same Risk

Art. 2. - LAW GOVERNING THE POLICY AND JURISDICTION

The Policy is governed by the Italian law.

Italian law shall apply to all the matters not specifically written in this Policy and for all the rules of jurisdiction and/or competence of the court.

Jurisdiction is the power that the law has given to judges to enforce the legal rules of a particular country. Eg Italian jurisdiction: Italian judges are responsible for applying Italian laws. Jurisdiction also means the sphere of competence of an authority or a person over different matters or in different territories.

Art. 3. - TIME LIMITS

All your claims against Europ Assistance are time-barred within two years of the date of the claim. In third-party liability insurance, the two years commence from the day on which the injured person asks or sues you for Compensation.

For claims under Cover other than Assistance, you are required to suspend the time limit in writing when filing.

E.g.: if the Insured Person reports a Claim beyond the maximum term of two years established by the Italian Civil Code, he will not be entitled to compensation.

Art. 4. - PAYMENT CURRENCY

You receive the Compensation in Euro. If you claim Compensation for expenses incurred in countries that are not members of the European Union or members of the European Union that do not have the Euro as their currency, Europ Assistance calculates the Compensation by converting the amount of expenses you have had into Euro. Europ Assistance calculates the Compensation on the basis of the Euro exchange rate in relation to the currency of the country in which you incurred the expenses on the day of issue of the invoice.

Art. 5. - PROFESSIONAL SECRECY

You shall release all doctors who are to review your Claim, requiring an assessment of your state of health, from their professional secrecy obligations in respect of Europ Assistance

Art. 6. - PERSONAL DATA PROTECTION

Europ Assistance may become aware of and use the personal data of other people when providing you with the Cover. In subscribing the Policy, you undertake to provide these persons with the information on the processing of

data and to give their written consent to the processing of their data for insurance purposes. Processing could also involve information regarding their state of health, criminal offences or criminal convictions. You may use the following consent formula: "I have read the Data Processing Disclosure and consent to the processing of my personal data, including medical data and/or data relating to offences and criminal convictions, necessary to the management of the Cover by Europ Assistance Italia and the parties indicated in the Disclosure.

SECTION I - DESCRIPTION OF COVER



What is insured?

Art. 7. - SUBJECT OF THE INSURANCE

These covers, EXCEPT CANCELLATION COVER, are applied as secondary risk to any other insurance cover in place.

A) COVID-19 CANCELLATION COVER

You can request travel or rental cancellation costs cover when needing to cancel travel booked upon testing positive to COVID-19, ascertained by positive tests for

- you and/or your live-in family members directly;
- your travel companion directly.

You can request this cover even if, before the first embarking, you test positive at the MSC CRUISES S.A. triage and you are therefore prevented access to the cruise ship.

Europ Assistance will indemnify the penalty, applied contractually by the Tour Operator:

- to you

and, if they are insured and registered in the same file as you:

- to your family members;
- to one of your travel companions.

If several Insured Parties are registered to travel together at the same time, in the absence of any other persons of the same nuclear family, you shall specify only one person as "travel companion".

Even if bookings are made separately, they will still be considered as part of the same file if the penalty document states "Travels with".

In addition, you may cancel your trip if you, a member of your household, a cohabiting family member or a travel companion test positive for Covid -19 in a procedure performed by a health facility, and you cannot travel because the health facility has scheduled you, your family member or travel companion for additional diagnostics tests (swab).

Europ Assistance reimburses the full penalty charged up to the limit to liability envisaged in the contract with the Travel Organisation, which shall never exceed Euro 3,000.00 per Insured Person and Euro 10,000.00 per travel file.

Europ Assistance does not reimburse:

- port/file management services and duties;
- agency fees and insurance premiums;
- in the event of the purchase of air tickets, airport taxes that can be reimbursed by the air carrier.

Please note!

This cover envisages a Percentage Excess charge. See Article "Limitations of Cover" of Section II.

The Percentage Excess does not apply:

- in the event of a change and/or forced renunciation of travel due to hospitalisation (excluding day hospital and accident and emergency)
- in the event of a death.

B) TRAVEL ASSISTANCE COVER

Europ Assistance provides the following services in the event of COVID-19 epidemics/pandemics, striking:

- you
 - one of your family members travelling with you, as long as insured and registered on the same travel file
 - a travel companion, as long as insured
- or if the consequences are experienced at the place in which you find yourself during your Travel.

The assistance services are supplied up to once per Insured Person, per type within the period of policy duration.

1. RETURN TO THE RESIDENCE

If you, your family members registered on the same travel file and a potential travel companion do not manage to return to the place of residence using the vehicles you had booked at the start of travel, call the Organisational Structure.

The Organisational Structure helps you book the tickets necessary for your return home (if it is technically-practically feasible to proceed).

Air tickets will always be economy class.

Europ Assistance pays the cost of the return ticket up to a maximum of Euro 1,000.00 per insured person and Euro 2,000.00 per Claim

Europ Assistance may ask for the tickets you were unable to use to return home, to be returned to it.

C) MEDICAL TRANSFER COVER

If you and your family, registered in the same travel file and a potential travel companion should be transferred to the "COVID-19 Structure" made available by MSC CRUISES S.A. by the local authorities or at your place of residence, call the Organisational Structure.

Europ Assistance refunds the cost of transfer up to a maximum of Euro 2,000.00 per Claim (short-haul) and up to a maximum of Euro 3,000.00 per Claim (medium/long haul).

D) COVID MEDICAL EXPENSES COVER

Europ Assistance pays (if it is technically-practically feasible to proceed) or refunds you for any urgent medical/pharmaceutical/hospital expenses that cannot be deferred, incurred at the place of the claim, as follows:

CASE A) during the period for which your travel extends in the event of sudden illness or injury not connected with a COVID-19 epidemic/pandemic. The limit to liability is Euro 5,000.00.

CASE B) during travel in the event of illness relating to COVID-19 epidemic/pandemic, ascertained by positive testing. The limit to liability is Euro 5,000.00.

Limits of liability are per Insured Person and per period of Cover duration.

E) INDEMNITY COVER FROM HOSPITALISATION IN QUARANTINE

If you are hospitalised in a "COVID-19 Structure" made available by MSC CRUISES S.A. insofar as you are found positive at the triage performed by MSC before embarking, Europ Assistance will pay you an indemnity of up to Euro 150.00 per day for up to 15 days (short-haul) and up to Euro 250.00 per day for up to 15 days (medium/long haul)

Limits of liability are per Insured Person, per claim and per period of Cover duration.

F) TRAVEL QUOTA REIMBURSEMENT COVER

If you, your family member travelling with you or your travel companion, registered simultaneously, are forced to interrupt travel in the event of:

- hospitalisation for COVID-19 epidemic/pandemic;
- forced quarantine due to COVID-19;
- rules/orders issued by the supervisory bodies of your country of origin that force you to return to your place of residence early;

Europ Assistance will pay you the cost of the of days left to completion of the cruise (pro-rata temporis), starting from the day on which travel was interrupted and excluding the day of leaving the ship.

In the event of the simultaneous registration of a pre-established group of participants, the definition of "travel companion" may refer to just one person.

G) INDEMNITY COVER FOR HOSPITALISATION If, within 15 days of returning from Travel you were hospitalised for at least 7 consecutive days for COVID-19, Europ Assistance pays you an Indemnity of Euro 1,000.00 per Insured Person, per claim and per period of duration of Cover.



Where is the cover valid?

Art. 8. - TERRITORIAL SCOPE

These are the Countries where the claim takes place and for which cover can be requested.

These are divided up into three groups:

A) Italy; Vatican City and the Republic of San Marino;

B) all European Countries and the Countries of the Mediterranean basin: Albania, Algeria, Andorra, Austria, Belgium, Belarus, Bosnia Herzegovina, Bulgaria, Cyprus, Croatia, Denmark, Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, Ireland, Iceland, Israel, Liechtenstein, Latvia, Lebanon, Libya, Lithuania, Luxembourg, Macedonia, Malta, Morocco, Moldavia, Principality of Monaco, Montenegro, Norway, the Netherlands, Poland, Portugal, the United Kingdom, the Czech Republic, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, the Ukraine and Hungary.

C) all Countries throughout the world.



When does Cover start and end?

Art. 9. - EFFECTIVE DATE AND DURATION OF COVER

Cover is effective from the travel start date to the travel end date.

The COVID-19 TRAVEL CANCELLATION COVER runs from 24:00 on the day on which the Travel is booked until the date on which it starts. Start of Travel means: the time of check-in at the airport and in any case until the MSC CRUISES S.A. triage at first embarkation on the ship.

The HOSPITALISATION INDEMNITY Cover is effective from the date on which you return and ends 15 days later.

SEZIONE II – SECTION II - EXCLUSIONS AND LIMITATIONS OF COVER



What is not insured?

Art. 10. - EXCLUSIONS

• GENERAL EXCLUSIONS FOR ALL COVER

All cover excludes claims caused by:

- fraud;
- flooding, deluge, volcanic eruptions, earthquakes, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
- wars, strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism.

The cover also excludes:

- Cover/Services of all types, consequent to laws and/or Decree Laws issued for COVID-19.

• EXCLUSIONS FROM INDIVIDUAL COVER

A) COVID-19 CANCELLATION COVER

You are also not insured if cancellation depends on or is caused by:

- theft, robbery, loss of identification and/or travel documents;
- bankruptcy of the Carrier or Tour Operator/Travel Agency/MSA CRUISES S.A.;
- cancellation by the Tour Operator/Travel Agency/MSA CRUISES S.A.;
- deposits and/or advances that are not justified by penalty tax documents;
- failure to send the communication (pursuant to the section "OBLIGATIONS OF THE INSURED PERSON IN THE EVENT OF A CLAIM") before the travel/stay start date, except for cases of cancellation caused by death or hospitalisation of at least 24 consecutive hours (excluding day hospital and accident & emergency) of a family member or if you have been tested positive at the MSC CRUISES S.A. triage and you are therefore prevented access to the cruise ship; ;
- epidemics and pandemics except for that due to COVID-19;
- all else not indicated under the Art. entitled "Subject of the Insurance".

B) TRAVEL ASSISTANCE COVER; C) MEDICAL TRANSFER COVER; E) INDEMNITY COVER FROM HOSPITALISATION IN QUARANTINE; F) TRAVEL QUOTA REIMBURSEMENT COVER; G) INDEMNITY COVER FOR HOSPITALISATION.

Moreover, claims are excluded as caused by:

- bankruptcy of the Carrier or Tour Operator/Travel Agency/MSA CRUISES S.A.;
- cancellation by the Tour Operator/Travel Agency/MSA CRUISES S.A.;
- epidemics and pandemics except for that due to COVID-19;
- all else not indicated under the Art. entitled "Subject of the Insurance".

The following cases are also excluded:

- Failure to comply with orders/rules issued by the supervisory bodies/host countries or countries of origin;
- events for which MSC CRUISES S.A. has to intervene directly in compliance with obligations deriving from that established in the Tourism Code.

D) MEDICAL EXPENSES REIMBURSEMENT COVER

Claims depending on the following are also excluded:

- mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
- voluntary termination of pregnancy, non-premature delivery, assisted reproduction and their complications;
- illnesses that are the expression or direct consequence of chronic pathological situations or situations in place at the time the travel began, except for unexpected worsening of pre-existing illnesses at the time of departure;
- injuries deriving from the following activities: practice of air sports and activities in the air in general, extreme sports if practised outside sports organisations and without the envisaged safety criteria, acts of bravado and all injuries suffered as a consequence of professional sports or in any case sports activities not on an amateur level (including races, trials and training);
- removal and/or transplant of organs;
- automotive, motorcycle or motor boat races and related tests and training;
- abuse of alcohol or psychological drugs;
- use of mind-altering and hallucinogenic substances;
- attempted suicide or suicide;
- all else not indicated under the Art. entitled "Subject of the Insurance".

The following cases are also excluded:

- Failure to comply with orders/rules issued by the supervisory bodies/host countries or countries of origin;
- events for which MSC CRUISES S.A. has to intervene directly in compliance with obligations deriving from that established in the Tourism Code.

Europ Assistance will also not pay you for:

- all the expenses incurred by you if no declaration has been made to Europ Assistance, directly or through third parties, of the hospitalisation or emergency treatment;
- expenses to treat or eliminate physical defects or congenital malformations, aesthetic applications, nursing care, physical therapy, spa or weight-loss treatments;
- dental care expenses following sudden illness;
- costs for the purchase and repair of spectacles and contact lenses;
- orthopaedic and/or prosthetic device expenses following sudden illness;
- check-ups at home for situations consequent to illnesses that began during travel;
- transport and/or transfer expenses to the Healthcare Institute and/or the place of your accommodation, unless otherwise provided for individual guarantees



Are there limits to cover?

Art. 11. - INTERNATIONAL SANCTIONS

Europ Assistance Italia S.p.A. is not required to guarantee insurance cover and is not obligated to pay the Compensation, nor to pay any benefit under these Insurance Conditions, if the provision of such cover or the payment of such Compensation or benefit exposes Europ Assistance Italia S.p.A. to sanctions, bans or restrictions under resolutions of the United Nations or to trade or economic sanctions or revocatory orders under the laws of regulations of the European Union or USA. This clause will prevail over any conflicting condition set out in these Insurance Conditions.
The link below gives an updated list of the Countries subject to sanctions

<https://www.europ-assistance.com/en/who-we-are/international-regulatory-information>

The policy shall not apply in the following Countries: Syria, North Korea, Iran, Venezuela and Crimea.

Please note!

If you are a "United States Person" and you are in Cuba, in order to receive the assistance and compensation under the Policy, you must provide evidence to Europ Assistance Italia S.p.A. that you were in Cuba in compliance with US laws.

If you were not authorised to travel to Cuba, Europ Assistance Italia S.p.A. may not provide assistance nor pay compensation.

Art. 12. - LIMITS TO THE COVER

CONTINUED STAY ABROAD

Maximum cover duration in the period of validity of the Insurance is 60 consecutive days.

LIMITS TO INTERVENTION

The services/cover are not provided in Countries in a state of declared or of de facto war.

Such Countries are those given on the website <https://www.europassistance.it/paesi-in-stato-di-belligeranza>, which have a risk level declared as equal to or above 4.0.

Countries whose state of war has been made publicly known are considered to be in a state of declared or of de facto war.

Services are also not supplied in any Countries in which, at the time the claim is declared and/or assistance requested, there is a state of popular tumult.

It is also not possible to provide services in kind (and therefore assistance) where the local or international authorities do not allow private individuals to provide direct assistance, regardless of whether or not there is a war risk applicable at the time

A) COVID-19 TRAVEL CANCELLATION COVER

PERCENTAGE EXCESS CHARGES

The cover includes a 15% excess charge of the amount of the penalty, in the event of renunciation and/or change of travel for any reason other than hospitalisation or death.

If the penalty exceeds the limit to liability indicated in the policy, the percentage excess charge is calculated on the latter.

Example of percentage excess:

estimated amount of damage Euro 100.00

15% excess Euro 15.00

indemnifiable/reimbursable damages within the limits to liability Euro 85.00 (Euro 100.00 - Euro 15.00)

B) TRAVEL ASSISTANCE COVER

LIMIT TO LIABILITY

Europ Assistance will not compensate damages:

- caused by the intervention of the authorities of the Country in which assistance is given,
- consequent to any other random and unforeseeable circumstances.

It is also specified that the application of the services is in any case subject to the limits and provisions imposed by the local, medical and government authorities.

SECTION III – OBLIGATIONS OF THE INSURED PERSON AND OF EUROP ASSISTANCE



What are your obligations? What are your insurer's obligations?

Art. 13. - ADDITIONALLY, OBLIGATIONS OF THE INSURED PERSON IN THE EVENT OF A CLAIM (EXCEPT FOR TRAVEL ASSISTANCE)

In the event of request of reimbursement, you shall inform Europ Assistance by one of the following methods:

- by accessing the portal <https://msc-sinistronline.europassistance.it> and following the instructions.
- or
- by writing a registered mail to Europ Assistance Italia S.p.A. – Ufficio Liquidazione Sinistri – Piazza Trento 8 – 20135 Milan, Italy
- or
- by sending a fax to (+39).02.58.47.71.36
- or
- by sending an e-mail to: msc@europassistance.it

You should provide the following information/documents

- your personal details;
- your phone number/e-mail;
- MSCAG prefix followed by booking no
- how the event occurred and date and place;
- la data di avvenimento del sinistro;
- .

The times for reporting the claim are indicated in each guarantees.

ADDITIONALLY, FOR EACH COVER, YOU WILL NEED TO PROVIDE US WITH ADDITIONAL INFORMATION/DOCUMENTS, AS SPECIFIED BELOW:

A) COVID-19 TRAVEL CANCELLATION COVER

In the event of a change and/or compulsory renunciation of the travel, **you must open a claim within five calendar days** of the onset of the cause of the renunciation, specifying:

- the reason for the cancellation or change;
- statement of account of the penalty issued by MSC CRUISES S.A.;
- statement of account of the penalty issued by the Travel Agency.

The report must also include:

- results of the positive COVID-19 tests (swab and blood test);
- certificate of the hospital at which you were hospitalised for COVID-19;
- travel registration card or similar document;
- receipts (deposit, balance, penalty) of payment of the travel or rental;
- billing statement of confirmation as issued by the Travel Agency/Organisation;
- invoice relating to the penalty charged, issued by the Contracting Party and Travel Agency/Organisation;
- copy of the cancelled ticket;
- travel regulation and programme;
- travel documents (visas, etc.);
- travel confirmation contract.

B) TRAVEL ASSISTANCE COVER

Always call the Europ Assistance Organisational Structure at: +39 02.58.24.00.70 from Italy or abroad. The Organisational Structure operates 365 days a year, 24 hours a day.

Do not do anything until you have contacted the Organisational Structure.

In the event of an emergency, call the Emergency Service.

If you do not contact Europ Assistance, it cannot guarantee you cover. Art. 1915 of the Italian Civil Code applies.

C) MEDICAL TRANSFER COVER

Always call the Europ Assistance Organisational Structure at: +39 02.58.24.00.70 from Italy or abroad. The Organisational Structure operates 365 days a year, 24 hours a day.

In case of request of reimbursement **you must open the claim within sixty days of when the claim took place.**

You must send the following data/documents:

- original copies of invoices, receipts or tax receipts for the expenses incurred, complete with tax data (VAT no. or tax code) of the issuers and parties to whom the receipts are made out;
- results of the positive COVID-19 tests (swab and blood test);
- certificate of the hospital at which you were hospitalised for COVID-19;

D) MEDICAL EXPENSES COVER

Always call the Europ Assistance Organisational Structure at: +39 02.58.24.00.70 from Italy or abroad. The Organisational Structure operates 365 days a year, 24 hours a day.

In case of request of reimbursement **you must open the claim within sixty days of when the claim took place.**

You must send the following data/documents:

- the Emergency certificate written on the place of the claim indicating the pathology suffered or medical diagnosis certifying the type of injury suffered and how it took place;
- a true copy of the original medical record, if hospitalised;
- original copies of invoices, receipts or tax receipts for the expenses incurred, complete with tax data (VAT no. or tax code) of the issuers and parties to whom the receipts are made out;
- medical prescription for purchase of medicinal products with original receipts of the medicinal products purchased.
- results of the positive COVID-19 tests (swab and blood test).

For the claims management of all cover:

Europ Assistance may ask you for other documents if necessary to assessing the claim.

You are obliged to provide them.

If you fail to fulfil your obligations in the event of a claim, Europ Assistance may decide not to reimburse you.

E) INDEMNITY COVER FROM HOSPITALISATION IN QUARANTINE

You must open the claim within sixty days of when the claim took place.

You must send the following documentation:

- results of the positive COVID-19 tests (swab and blood test);
- certificate of start and end of time spent in the "COVID-19 Structure"
- original copies of invoices, receipts or tax receipts for the expenses incurred, complete with tax data (VAT no. or Tax Code) of the issuers and parties to whom the receipts are made out.

F) TRAVEL QUOTA REIMBURSEMENT COVER

You must open the claim within sixty days of when the claim took place.

You must send the following documentation:

- statement of registration;
- hospitalisation certificate;
- medical certificate attesting to the mandatory nature of the quarantine;
- documentation certifying the obligation to return to the country of origin;

G) INDEMNITY COVER FOR HOSPITALISATION

You must open the claim within sixty days of when the claim took place.

Devi inviare la seguente documentazione:

- certificato di dimissioni dell'Ospedale in cui sei stato ricoverato per Covid-19 riportante la motivazione e la durata del ricovero

For the claims management of all cover:

Europ Assistance may ask you for other documents if necessary to assessing the claim.

You are obliged to provide them.

If you fail to fulfil your obligations in the event of a claim, Europ Assistance may decide not to reimburse you.

Art. 1915 of the Italian Civil Code: this article explains what happens to the insured person if he does not report the claim to his insurer in the time in which he requested it.
The insurer shall indemnify the insured person against the damage suffered by the insured person.
If the insured person deliberately acts in such a way as to cause or aggravate the damage, the insurer may not pay for it.
If the insured person involuntarily causes or aggravates the loss, the insurer may pay less.

Art. 14. - CRITERIA FOR LIQUIDATION OF THE DAMAGES

• **PAYMENT OF INDEMNITY (VALID FOR ALL COVER EXCEPT FOR ASSISTANCE)**

After having received the required documents from you, having verified that the Cover is valid and having conducted the necessary assessments, Europ Assistance establishes the Indemnity/refund due to you and informs you of it.

Europ Assistance will pay you within 20 days of this notification

F) TRAVEL QUOTA REIMBURSEMENT COVER

Europ Assistance will refund you the cost of the days left to complete travel, dividing the total cost declared/paid for the cruise, by the days of travel duration. You will pay for the registration fee.

Europ Assistance will refund you for the days not used starting from the day of early return, as organised by the Organisational Structure, excluding the day of departure.

G) INDEMNITY COVER FOR HOSPITALISATION

In the event of death, before Europ Assistance has paid the indemnity as per Cover C) HOSPITALISATION INDEMNITY, your heirs will be entitled to receive the payment that would have been due to you, merely by showing their entitlement to indemnity/per diem by providing Europ Assistance with the documentation required under the Art. entitled "Obligations of the Insured Person in the event of a Claim"

Premium per person	
SHORT HAUL	€ 25,00
MEDIUM/LONG HAUL	€ 29,00