



## ***LARGE VEHICLES DESERVE LARGE BENEFITS.***

*The Premium Truck Membership option combines the convenience of Telepass with a package of services and benefits for vehicles exceeding 35 quintals.*

***VISIT [TELEPASS.COM/IT/TRUCK/SERVIZI-PREMIUM](https://www.telepass.com/it/truck/servizi-premium)***

## WELCOME TO THE WORLD OF TELEPASS PREMIUM TRUCK OPTION

Thank you for choosing to join the new Premium Truck Membership Option from Telepass. This package provides additional services and exclusive benefits designed specifically for vehicles exceeding 35q.

Browse the pages of this guide to find out more details, information and how to use each service exclusively available to you.

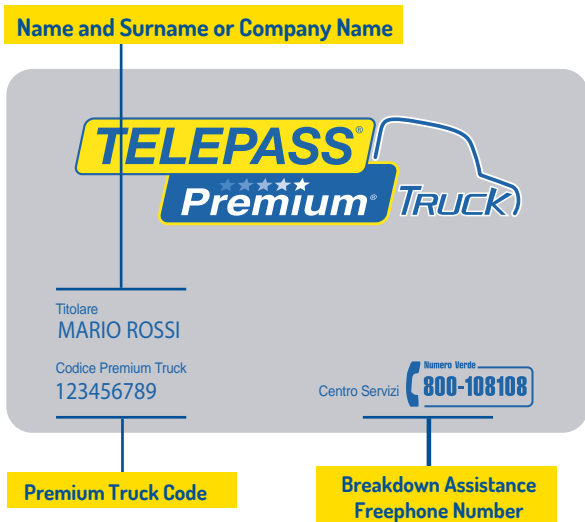
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**[telepass.com/it/truck/servizi-premium](https://telepass.com/it/truck/servizi-premium)**

## OUR PARTNER



## PREMIUM TRUCK MEMBERSHIP CARD

With the Premium Truck Membership Option, you shall receive your own customised membership card, which you can use to make the most of all services and benefits offered. Remember to always carry it with you to access services and benefits that you are entitled to under the Premium Truck Membership Option



**MEMBER:** Name and Surname or Company Name.

**PREMIUM TRUCK CODE:** The member's personal identification code must be given when services are provided.

**BREAKDOWN ASSISTANCE:** Our freephone number +39 800 108 108 is active 24/7 and is at your disposal for free mechanical assistance and other assistance services.

## GENERAL INSTRUCTIONS

- The assistance services and benefits of the Premium Truck Membership Option described in this Service Guide are available as of 1 March 2020 (inclusive) and can only be used, as of the aforementioned date, by (a) Customers who activate their new Premium Truck Membership from 1 March 2020 onwards and (b) Customers, who are pre-existing members of a Premium Truck Membership from before the aforementioned date, who have accepted (within the timeframes and in the manner specified by Telepass), the Proposal of the latter company for a consensual amendment to the financial and contractual terms and conditions

of the existing Premium Truck Membership and, by virtue of this, who have joined the new Premium Truck Membership Option governed by this Service Guide.

- Premium Truck services and benefits are reserved for vehicles exceeding 35 quintals.
- As of 1 March 2020, you shall be able to take advantage of the assistance services and benefits under the Premium Truck Membership Option, as described in this Service Guide, starting from the day after you have activated this membership on your Telepass device.



## ASSISTANCE SERVICES

With the Premium Truck Membership Option, you are entitled to free mechanical assistance for vehicles exceeding 35 quintals (engine only) in the event of a breakdown, fire or accident, 24/7/365, as described in this Service Guide and as detailed in Appendix "A".

In this case, you can also request spare parts to be sent and also request transport services for passengers and return, continuation or overnight stay at a hotel. You can also take advantage of advance payment services for vehicle repair costs (in Italy and in Europe); advance payments for legal costs (outside of Italy); advance payments for deposits or for Euro penalties (in Italy and in Europe); advance payments for vehicle seizure (outside of Italy), as described in this Service Guide and as detailed in the relevant Appendix "B".

The mechanical assistance service alone is also available for buses. As a **Customer/Policyholder** under the Premium Truck Membership Option, you can request the stipulated assistance directly from the Organisational Structure (i.e., **IMA Servizi S.c.a.r.l.**, as specified in the Appendix), which shall manage the relative telephone contacts with the Customers/Policyholders Parties and which shall organise the repairs on-site and provide them directly with:

- the "Free mechanical assistance" services described below (as provided for in Appendix "A") and
- the "Other assistance services" described below (as provided for in Appendix "B"), on behalf of the **Company** (i.e., **IMA Italia Assistance S.p.A.**, as specified in Appendix "B"). The Organisational Structure operates through its own Operations Centre, as specified in further detail in this Service Guide.

**You can request assistance services from the Operations Centre within the Organisational Structure 24/7/365**, by calling the freephone number stated below.

Below you shall find the "Assistance Services" provided for members of the Premium Truck Membership Option in this Service Guide. For full details on the "Mechanical Assistance Service", please refer to Appendix "A" of this Service Guide. For full details on the "Other Assistance Services", please refer to Appendix "B" of this Service Guide.

## ASSISTANCE SERVICES

### 1) Free breakdown assistance

In the event of a call made on behalf of the Customer following a breakdown, fire or accident occurring to the vehicle's engine, with the vehicle itself in a safe condition (such an event not included in the cases defined in point 4 of the Directive dated 24 May 1999 Directive Official Journal no.153 dated 02/07/1999), the Customer is guaranteed the assistance of a breakdown recovery vehicle. If the requested assistance concerns the European motorway network, it must be authorised by the motorway operator responsible for the specific section where the need arises for assistance to operate the truck on the motorway. Mechanical assistance is provided up to a limit of €1,000.

**The €1,000 limit includes VAT, for a maximum of two call-outs per yearly subscription, to:**

- fix the cause of the vehicle breaking down on site via minor repairs (running out of battery charge or fuel). The cost of any spare parts shall be borne by the Customer, who shall pay the driver of the recovery vehicle involved directly.

- transport, if necessary, the vehicle to the authorised vehicle repair garage in the Manufacturer's Service Network or to the vehicle repair garage of the Organisational Structure closest to the place where the vehicle has broken down, up to a maximum distance of 100 km, including the return journey of the recovery vehicle (on the motorway network calculated from the first exit toll booth in relation to the place where the vehicle had broken down). In cases in which the Manufacturer's Service Network's authorised vehicle repair garage or the nearest Company's authorised vehicle repair garage is located over 100 km away (again including return journeys and on the motorway network calculated from the first exit toll booth with respect to the place where the vehicle had broken down), or at the Customer's express request to be transported to another destination, the cost relating to the distance exceeding the aforementioned 100 km shall be borne by the Customer, who shall settle it directly with the breakdown service supplier, according to the unit tariff per km communicated in advance by the Operations Centre.

The Customer shall bear all labour costs and costs for any materials used for the repairs, which shall be settled directly by the customer with the supplier involved. This service includes, contributing to the achievement of the aforementioned limit of **€1,000, including VAT** and any expenses made necessary for the recovery of the off-road vehicle. The costs related to the possible use of special vehicles when these are essential for the recovery of the vehicle are also included and also contribute towards the aforementioned limit of **€1,000, including VAT**.

In the event that the registered vehicle repair garage is closed (night hours, public holidays), the recovered vehicle shall be taken to the nearest breakdown recovery depot as agreed with the Organisational Structure. The transportation shall be completed, from said depot, on the earliest date of the nearest vehicle repair garage being open, whilst the Organisational Structure shall be liable for the costs of the vehicle being transported a second time (notwithstanding the payment of any excess mileage that shall be charged to the customer with sole reference to the first time the vehicle was transported) and the parking costs until the first scheduled working day.

In this case, the recovered vehicle shall remain in the agreed recovery service's depot until it is delivered to the registered vehicle repair garage. This also comes under the aforementioned limit of **€1,000 including VAT**. If the recovery vehicle trailer/semi-trailer is attached to the worn-out or damaged vehicle in the event of an accident, then the recovery vehicle trailer itself shall only be used as part of the towing service for the purpose of securing the trailer/semi-trailer when it is transferred to the nearest holding area.

**It is understood between the Parties that all assistance services provided for in this Service Guide must be authorised in advance by the Organisational Structure's Operations Centre under the penalty of forfeiture of all rights and may only be provided if the Telepass device is physically present on board the vehicle (at the time of the request for mechanical assistance).**

## 2) Other Assistance Services

### Sending of spare parts

If the insured motor vehicle cannot be used due to one of the cases for which the guarantee is provided and the spare parts required for repair cannot be found on-site, the Operations Centre shall, on behalf of the Company, arrange for them to be found, purchased and sent by the fastest means of transportation to the vehicle repair garage where the insured motor vehicle is kept, taking into account the local regulations governing the transport of goods in the event of a vehicle breakdown abroad.

Given that the purchase of spare parts is only an advance payment, the Customer must provide bank guarantees or other guarantees, deemed adequate by the Company, for the return of the advance payment. At the time of request, the Customer must provide the following information:

- make and model of the insured vehicle;
- registration number (complete with prefix);
- year the insured vehicle was manufactured;
- cylinder and engine type.

The customer must reimburse the Company for the cost of the spare parts outlined in the price list and any customs charges within 10 days of filing the repayment request, whilst the Company remains liable for search and shipping costs.

The Company does not accept any liability for delays or impediments due to the manufacturer ceasing production or the unavailability of spare parts.

### **Transportation of passengers following breakdown assistance**

If, following a breakdown, fire or accident, the vehicle cannot be repaired where the vehicle broke down and needs to be towed to the site where it can be repaired, the customer shall have to go to the tow truck's depot or to the authorised Service Network's garage where the recovery vehicle is taken to, using, if possible, the same means that transported it there.

### **Return, continuation or overnight stay at a hotel**

If the vehicle has broken down or is cannot be immediately repaired over 100 kilometres away from the driver's place of residence, the Operations Centre, on behalf of the Company, shall make one of the following alternative services available to the passengers of the vehicle, the cost being borne by the Company **up to a total limit of €400.00 including VAT**:

- returning the vehicle home: a flight ticket (economy class) or train ticket (1st class) or other means of transport, to allow them to return to their place of residence in Italy;
- continuing their journey: a flight ticket (economy class) or train ticket (1st class) or other means of transport, to allow them to reach their place of destination;
- overnight stay in a hotel: an overnight stay (breakfast included) in a local hotel, whilst waiting for the car to be repaired. Vehicle breakdowns due to the unavailability of spare parts are not covered. The Company shall pay up to **a maximum of €100.00 including VAT per person and, in any case, no more than the above total limit of €400.00 including VAT per year.**

### **Advance payments for vehicle repairs in Italy and Europe**

If, as a result of a Breakdown, Fire or Accident, the vehicle needs repairs that are essential for its operation, the Operations Centre, on behalf of the Company, shall make up to **€5,000** available to the Customer, **including VAT** as an advance payment. The Customer must communicate the reason for the request, the amount required, their current address and must return the advanced amount within 90 (ninety) days of its payment; after this period, the Company may also claim interest. The service does not operate in countries in which there are no branches or representatives of the Company.

**In order to benefit from the service, the Customer must provide an appropriate guarantee that they shall repay the amount that has been advanced. The procedure to render the service shall be communicated in advance to the Customer by the Operations Centre when the request is made.**

### **Advance legal fees outside of Italy**

If, following a traffic accident abroad, the Customer is detained, arrested or threatened with arrest and requires the assistance of a lawyer and is unable to meet the necessary expenses at the time, the Company commits to advance the amount payable up to the limit of **€5,000 including VAT**.

The Customer must repay the sum advanced within 90 (ninety) days of its payment; after this period, the Company may also claim interest. The service does not operate in countries in which there are no branches or representatives of the Company. **In order to benefit from the service, the Customer must provide an appropriate guarantee that they shall repay the amount that has been advanced. The procedure to render the service shall be communicated in advance to the Customer by the Operations Centre when the request is made.**

### **Advance payment in Italy and in Europe for deposits or Euro penalties.**

If, following a traffic accident, the Customer is detained, arrested or threatened with arrest and is required to pay bail in order to arrange their provisional release, or in the case of Euro penalties, the Company commits to advance the amount payable, up to the limit of **€5,000 including VAT**.

The Customer must repay the amount advanced within 90 (ninety) days of its payment; after this period, the Company may also claim interest. The service does not operate in countries in which there are no branches or representatives of the Company.

**To benefit from the service, the Customer must provide appropriate guarantees that they shall refund the amount advanced. The procedure to render the service shall be communicated in advance to the Customer by the Operations Centre when the request is made.**

#### **Advance payment to release the Vehicle outside of Italy**

If the Vehicle is seized by the competent Authorities and the Customer is obliged to pay to obtain its release, the Company commits to advance the amount up to the limit of **€5,000 including VAT**.

The Customer must repay the sum advanced within 90 (ninety) days of its payment; after this period, the Company may also claim interest. The service does not operate in countries in which there are no branches or representatives of the Company.

**To benefit from the service, the Customer must provide appropriate guarantees that they shall refund the amount advanced. The procedure to render the service shall be communicated in advance to the Customer by the Operations Centre when the request is made.**

## HOW TO BENEFIT FROM THE ASSISTANCE SERVICES

In order to benefit from the Assistance Services mentioned above, call the Organisational Structure's Operations Centre on freephone number +39 800 108 108 (or the ordinary telephone number, +39 02 24 128 528) and provide them with the following information:

- your personal details and a telephone number;
- the make, model and number plate of the vehicle in use associated with the Telepass device which has an activated Premium Truck Membership installed (the number plate must correspond to one of the number plates associated with the relevant Telepass device);
- your Premium Truck code;
- presumed place and type of stopping place;
- the assistance service requested.

In the event that it is not possible to contact the Organisational Structure by phone, you can do so by fax on the number: + 39 02/24128245. In order to use the service requested, the Operations Centre shall issue you with an authorisation code "Case Number". IMA Servizi S.c.a.r.l.'s Operations Centre may request further information from you and, once it has been ascertained that your Premium Truck Membership code is active, it shall provide the service requested in the cases and under the terms and conditions provided for. In the event of a negative assessment by the Operations Centre regarding requirements for the provision of services, the Operations Centre, subject to direct agreement with the Customer, may provide the services requested by the Customer, with direct payment at the Customer's expense, respecting, in any case, the rules set out by the Highway Code (Legislative Decree 285/1992 and subsequent amendments and additions) and by the Regulations for the performance of the Mechanical Assistance Service appended to the Motorway Operator's Authorisation deed for the section under their jurisdiction.

Should it thereafter transpire that the Company provided the service from the Organisational Structure/Company for the Customer who met the requirements to be able to freely make use of the service, then the Organisational Structure/Company shall, on the basis of a written request, accompanied by proof of expenditure (provided that it is forwarded to the Organisational Structure/Company's reimbursement office, within 2 years of the date of the Event that gave rise to the activation of the chosen Service), reimburse the Customer the amounts paid by the Customer and reimburse the other services that the Customer has paid for directly, amongst those included in this agreement, within the limits provided for. To this end, the original documents and/or tax receipts must be submitted to:

IMA ITALIA ASSISTANCE S.p.A. Piazza Indro Montanelli, 20 20099 SESTO SAN GIOVANNI, Milan (MI), Italy.

It is understood between the Parties that all services provided for in this Guide must be authorised in advance by the Operations Centre (except the exceptions provided for in the agreement) under penalty of forfeiture of all rights.

**Please refer to Appendix "A" for the exhaustive list of "Mechanical recovery services".  
Please see Appendix "B" for the exhaustive list of "Other assistance services"**

## APPENDIX "A"

### MECHANICAL RECOVERY SERVICE

#### DEFINITIONS

The following terms are conventionally assigned the meanings respectively provided:

**ORGANISATIONAL STRUCTURE:** IMA Servizi S.c.a.r.l., the Company which provides 24/7/365 telephone contact with its Customers, including through its Operations Centre, organises on-site interventions and provides the mechanical recovery services provided for the Customer when an Event arises.

**CUSTOMER:** defined as a member who has a Viacard under the Telepass Contract, who has joined the contractual formula of the "Premium Truck Membership Option" and is entitled to the relevant mechanical recovery services.

**EUROPE:** Republic of San Marino, Vatican City, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Czech Republic, Cyprus, Croatia, Denmark, Estonia, F.Y.R.O.M.- Macedonia, Finland, France, Germany, Greece, Hungary, Ireland, Iceland, Israel, Italy, Latvia, Luxembourg, Moldova, Norway, Netherlands, Poland, Portugal, United Kingdom, Slovakia, Romania, Slovenia, Spain, Sweden, Switzerland, Liechtenstein, Lithuania, Montenegro, Serbia, Ukraine, Hungary as well as the following countries overlooking the Mediterranean Basin: Turkey, Morocco, Algeria, Egypt, Lebanon, Malta.

In any case, countries which, despite falling under the scope of validity, at the time of the event are subject to (total or partial) embargo or to sanctions made by the UN and/or the EU are excluded.

**EVENT:** a Breakdown, Fire or Accident, which took place in the geographic territory covered.

**BREAKDOWN:** defined as any sudden and unforeseen damage to the vehicle that causes the immediate breakdown of the vehicle, or that enables it to run but with the risk of making the damage worse, or in conditions of danger and/or serious unease for the Customer and for road traffic. The definition of breakdown also includes the puncture of one or more tyres or the loss or breakage of keys that do not allow the vehicle to be used.

**FIRE:** defined as flaming combustion of the Vehicle or parts thereof (which may automatically expand and spread), which has occurred during use of the Vehicle.

**ACCIDENT:** an accidental event in connection with road traffic - collision with another vehicle, collision with a fixed obstacle, overturning, leaving the road, damage such as to cause an immediate breakdown of the vehicle or allowing the vehicle to start up but with the risk of making the damage worse, or in conditions of danger and/or serious unease for the Customer.

**ITALY:** the territory of the Italian Republic, the Republic of San Marino and the Vatican City.

**FREEPHONE NUMBER:** the freephone telephone number provided to allow Customers to contact the Operations Centre free of charge (calls from the Freephone Line), the cost of the call being borne by said Operations Centre.

**MECHANICAL RECOVERY SERVICES:** the mechanical recovery services provided by the Organisational Structure, 24/7/365 when an Event arises, as outlined in the Conditions governing the Mechanical Recovery Service.

**TERMS AND CONDITIONS GOVERNING THE MECHANICAL RECOVERY SERVICE:** the terms and conditions governing the mechanical roadside assistance services provided to the Customer and supplied by the Organisational Structure, as reported in Appendix "A" in the Telepass Premium Truck Membership Service Guide.

**MOTORWAY NETWORK:** the network of motorway tolls and concessions, including any ANAS (National Autonomous Roads Corporation) roads with tolls.



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**SUPPORT NETWORK:** the network of vehicle repair garages affiliated with the vehicle manufacturer, or the nearest service centre affiliated with the Organisational Structure.

**PREMIUM TRUCK MEMBERSHIP OPTION:** the service that combines the basic electronic motorway toll payment service with a range of exclusive services and benefits, mainly related to motorway travel, at a particularly cost-effective price. The service can be used by subscribing to a contractual formula known as the "Premium Truck Membership Option", which is linked to the basic Telepass contract with Viacard and is exclusive to owners of vehicles exceeding 35 quintals. The Telepass device can be linked to a maximum of 2 number plates. "Telepass device" means the Telepass device with Viacard as well as the interoperable EU Telepass and SAT Telepass.

**COVERED TERRITORY:** the motorway and road network in Europe, as defined above.

**TELEPASS:** Telepass S.p.A., is a company which has entered into an agreement with IMA Servizi S.c.a.r.l. for the purpose of providing mechanical assistance services to customers who are members of the Premium Truck Membership Option.

**AGREEMENT:** the agreement concluded by Telepass and IMA Servizi S.c.a.r.l. in order to have the latter provide mechanical assistance services to Customers who hold a Premium Truck membership.

**VEHICLE:** any vehicle with a trailer/semi-trailer with a full load mass exceeding 35 quintals and buses, the number plate of which is registered to the Telepass "Premium Truck Membership" device.

## TERMS AND CONDITIONS GOVERNING THE BREAKDOWN SERVICE

### 1. Description of the mechanical recovery service

In the event of a call made on behalf of the Customer in the event of a breakdown, fire or accident occurring to the vehicle, with the vehicle itself in a safe condition (said event not included in the cases defined in point 4 of Directive dated 24 May 1999 Official Journal No. 153 dated 02/07/1999), the Customer is guaranteed the breakdown assistance of a recovery vehicle. If the requested assistance concerns the European motorway network, it must be authorised by the motorway operator responsible for the specific section where the need for assistance to operate on the motorway arises. **Breakdown assistance is provided up to the limit of €1,000 including VAT, for a maximum of two call-outs per year of membership, to:**

- fix the cause of the vehicle breaking down on site via minor repairs (running out of battery charge or fuel). The Customer shall be liable for the costs of any spare parts and shall pay the driver of the recovery vehicle involved directly.
- If necessary, to transport the vehicle to the authorised vehicle repair garage in the Manufacturer's Service Network or to the vehicle repair garage of the Organisational Structure closest to the place where the vehicle has broken down, up to a maximum distance of 100 km away, including the recovery vehicle's return journey (on the motorway network calculated from the first exit toll booth in relation to the place where the vehicle had broken down). In cases in which the Manufacturer's Service Network's authorised vehicle repair garage or the nearest Company's authorised vehicle repair garage is more than 100 km away (always including return journeys and on the motorway network calculated from the first exit toll booth, with respect to the place where the vehicle broke down), or at the Customer's express request to be transported to another destination, the cost relating to the distance exceeding the aforementioned 100 km shall be borne by the Customer, who shall settle it directly with the breakdown service supplier, according to the unit tariff per km, communicated in advance by the Operations Centre.

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The Customer shall bear all costs of labour and all costs of any materials used for the repairs, which shall be settled directly by the customer with the supplier involved.

This service is covered as part of the above mentioned limit of €1,000, including VAT and any expenses necessary for the recovery of the off-road vehicle.

The costs related to the possible use of special vehicles when these are essential for the recovery of the vehicle are also included and are also covered as part of the aforementioned limit of €1,000, including VAT.

In the event that the registered vehicle repair garage is closed (night hours, public holidays), the vehicle shall be taken to the nearest breakdown recovery depot as agreed with the Organisational Structure. The vehicle shall be transported from said depot on the earliest date of the nearest vehicle repair garage being open, whilst the Organisational Structure shall be liable for the costs of the vehicle being transported a second time (notwithstanding the payment of any excess mileage that shall be charged to the customer with sole reference to the first time the vehicle was transported) and the parking costs until the first scheduled working day.

In this case, the recovered vehicle shall remain in the agreed recovery service's depot until it is delivered to the registered vehicle repair garage.

This also comes under the aforementioned limit of €1,000 including VAT. If the recovery vehicle trailer/semi-trailer is attached to the worn-out or damaged vehicle in the event of an accident, then the recovery vehicle trailer shall only be used as part of a towing service for the purpose of securing the vehicle when it is transferred to the nearest holding area.

**It is understood between the Parties that all assistance services provided for in this Service Guide must be authorised in advance by the Organisational Structure's Operations Centre under the penalty of forfeiture of all rights and may only be provided if the Telepass device is physically present on board the vehicle (at the time the request for mechanical assistance is made).**

## 2. Territorial coverage

The Service operates for events occurring within the territory of Europe as defined above.

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### 3. Common exemptions

Services requested as a direct or indirect consequence of:

- a) damage caused by, resulting from or as a consequence of war, warlike incidents, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, armed conflict situations, rebellion, revolution, insurrection, mutiny, martial law, military power, or usurped or attempted usurpation of power;
- b) strikes, riots, civil commotions;
- c) curfew, border closure, embargo, reprisals, sabotage;
- d) acts of terrorism, an act of terrorism being any act including but not limited to the use of force or violence and/or threats by any person or group(s) of persons acting alone or behind or in conjunction with any organiser or government committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or alarm the public and/or the community or any part thereof;
- e) whirlwinds, hurricanes, earthquakes, volcanic eruptions, floods and other natural disruptions;
- f) nuclear explosions and, in whole or in part, ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or nuclear weapons, from the transmutation of atom nuclei or from the radioactive, toxic, explosive or other hazardous properties of nuclear equipment or components thereof;
- g) materials, substances, biological and/or chemical compounds, used for the purpose of harming human life or spreading panic;
- h) pollution of any kind, infiltration, contamination of the air, water, soil, subsoil, or any environmental damage;
- i) wilful intent or gross negligence on the part of the Driver or of persons for whom the Customer is responsible;
- j) abuse of alcohol and psychotropic drugs; non-therapeutic use of narcotics or hallucinogenics;
- k) mental illnesses;
- l) suicide or attempted suicide;
- m) quarantine;
- n) breakdown of the vehicle caused by manufacturer's systematic recalls, periodic and non-periodic maintenance operations, inspections, fitting of accessories, as well as lack of maintenance or body work not caused by wear and tear, defect, breakage or malfunctioning;
- o) driver without the required, valid driving licence;
- p) vehicle not covered by compulsory motor vehicle civil liability insurance;
- q) events resulting from the driver's participation in sporting events or competitions and their official tests.

### 4. Provisions and limitations

- a) IMA Servizi S.c.a.r.l. does not acknowledge reimbursements without prior contact and authorisation from the Operations Centre, except in cases where the towing service has been authorised by the police or at an SOS phonebox on the motorway;
- b) IMA Servizi S.c.a.r.l. reserves the right to claim reimbursement from the Customer for expenses incurred as a result of the provision of services that are found not to be due in accordance with the contract or the law;
- c) IMA Servizi S.c.a.r.l. shall bear the costs of the services up to the agreed maximum amount. Any excess over the threshold shall be borne by the Customer;

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d) In the event of any dispute, the place of jurisdiction, at the choice of the plaintiff, shall be the place of residence or seat of the defendant;

e) The provisions of the Italian Civil Code shall apply in respect of all matters not expressly governed herein.

f) IMA Servizi S.c.a.r.l. shall not be liable for:

- delays or impediments to the agreed service being carried out due to force majeure or instructions from local authorities;
- errors due to inaccurate communications received from the Customer;
- prejudice resulting from blocks placed on debt instruments.

### DATA PROTECTION ROLES FOR THE PROCESSING OF PERSONAL DATA PURSUANT TO EU REGULATION 2016/ 679

TELEPASS acts as an autonomous Data Controller in accordance with the role definitions described in EU Regulation 2016/679 (“GDPR”) and, pursuant to Article 28, of the GDPR, IMA Servizi S.c.a.r.l. processes the data for which IMA ITALIA ASSISTANCE S.p.A. is responsible. Its registered Office is located at: Piazza Indro Montanelli 20, 20099 Sesto San Giovanni, Milan, Companies Register No. 09749030152.

It is understood that the processing of personal data communicated by TELEPASS to IMA Servizi S.c.a.r.l. for the execution of this Contract and the subsequent provision of the Service, shall be in accordance with the GDPR.

## APPENDIX “B”

### OTHER ASSISTANCE SERVICES

#### POLICY TERMS AND CONDITIONS GOVERNING THE PROVISION OF OTHER ASSISTANCE SERVICES

##### DEFINITIONS

The following terms are conventionally assigned the meanings respectively specified:

**INSURER:** IMA ITALIA ASSISTANCE S.p.A. (hereinafter “IMA” or the Company), authorised to work as an insurance business in Italy under the right of establishment, registered on 3 November 2010 under no. I.00090 in the appendix to the Register of Insurance Companies, under List I, Parent Company of the IMA ITALIA ASSISTANCE Group, listed in the Register of Insurance Groups under no. 025.

**ASSISTANCE:** the timely help, in money or in kind, provided to the Policyholder in difficulty following a claim being filed via the Operations Centre.

**ORGANISATIONAL STRUCTURE:** IMA Servizi S.c.a.r.l. is the external organisational structure which, on behalf of the Company, in accordance with ISVAP (Italian Institute for the Supervision of Insurance) Regulation no. 12 dated 9 January 2008, shall contact the Policyholder by telephone 24/7 throughout the year, organise on-site assistance and provide the assistance services specified in the Policy.

**CUSTOMER/POLICYHOLDER:** the member who holds a Telepass Contract with Viacard who has joined the “Premium Truck” Membership’s contractual formula and is entitled to the relevant mechanical recovery services.

**CONTRACTING PARTY:** Telepass S.p.A.

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**ASSISTANCE:** the service rendered by means of a vehicle equipped to carry out repairs on-site to allow the continuation of the journey without towing the Vehicle (as defined below).

**EUROPE:** Republic of San Marino, Vatican City, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Czech Republic, Cyprus, Croatia, Denmark, Estonia, F.Y.R.O.M.- Macedonia, Finland, France, Germany, Greece, Hungary, Ireland, Iceland, Israel, Italy, Latvia, Luxembourg, Moldova, Norway, Netherlands, Poland, Portugal, United Kingdom, Slovakia, Romania, Slovenia, Spain, Sweden, Switzerland, Liechtenstein, Lithuania, Montenegro, Serbia, Ukraine, Hungary as well as the following countries overlooking the Mediterranean Basin: Turkey, Morocco, Algeria, Egypt, Lebanon, Malta. Countries which are covered by the policy but which, at the time of the event, are subject to a full or partial embargo or sanctions imposed by the UN and/or the EU are excluded.

**EVENT:** a Breakdown, Fire or Accident.

**ASSISTANCE SERVICES SUPPLIER:** the assistance organisations that provide the assistance services to the Customers, as well as the third-party suppliers contracted by these organisations.

**BREAKDOWN:** any sudden and unforeseen failure of the vehicle's engine that leads to its immediate breakdown, or allows it to run but with the risk of making the damage worse, or in conditions of danger and/or serious unease for the Customer and for road traffic. Breakdown also includes the puncture of one or more tyres, or loss or breakage of the keys that make it impossible to use the vehicle.

**FIRE:** the flame combustion of the Vehicle or its parts (which can also extend and spread) that has occurred during the use of the Vehicle.

**ACCIDENT:** an accidental event in connection with road traffic - collision with another Vehicle, collision against a fixed obstacle, overturning, leaving the road, damage such as to determine its immediate breakdown or to allow it to run but with the risk of making the damage worse, or in conditions of danger and/or serious unease for the Customer.

**ITALY:** the territory of the Italian Republic, the Republic of San Marino and the Vatican City.

**FREEPHONE NUMBER:** the freephone telephone number made available by the Company to enable Customers to contact the Operations Centre free of charge (calls from the Freephone Line), the cost of the call being borne by the Insurer.

**BENEFITS:** the insurance guarantees provided by the Policy, i.e., timely help, in cash or in kind, provided to the Policyholder in difficulty following a claim being made, via the Operations Centre.

**RESIDENCE:** the address at which the Customer habitually resides as shown on the registry certificate.

**MOTORWAY NETWORK:** the network of toll and concession motorways including any ANAS toll roads.

**SERVICE NETWORK:** the network of vehicle repair garages affiliated with the vehicle manufacturer, or the nearest service centre affiliated with the Company.

**PREMIUM TRUCK MEMBERSHIP OPTION:** the service that combines the basic electronic motorway toll payment service with a range of exclusive services and benefits, mainly related to motorway travel, at a particularly cost-effective price. The service can be used by subscribing to a contractual formula known as the "Premium Truck Membership Option" linked to the Telepass base contract with Viacard, reserved for owners of vehicles exceeding 35 quintals. The Telepass device can be linked to a maximum of 2 number plates. "Telepass device" means the Telepass device with Viacard as well as the interoperable EU Telepass and SAT Telepass.

**POLICYHOLDER TERRITORY:** Motorway and road network in Europe as defined above.

**TOWING:** means the transportation of the Vehicle requiring Assistance to the place of destination.

**VEHICLE:** this means any tractor vehicle with any trailer/semi-trailer with a full load mass greater than 35 quintals, and buses, whose number plate is connected to the Telepass "Premium Truck Option" device.

## **APPENDIX “B”**

### **POLICY CONDITIONS**

#### **Article 1. OTHER INSURANCES**

Pursuant to the provisions of Article 1910 of the Italian Civil Code, states that Policyholders who benefits from Benefits/Guarantees similar to those of the present policy, under contracts underwritten with another insurance company, are obliged to give notice of the claim to each insurance company and specifically to the Company within three days under penalty of forfeiture, non-fulfilment being considered an intentional omission.

#### **Article 2. REGULATORY POLICY LAW AND JURISDICTION**

The policy is governed by Italian law. All disputes relating to the policy are subject to Italian jurisdiction.

#### **Article 3. REFERENCE TO LEGAL PROVISIONS - FORM OF THE CONTRACT**

The provisions of the Italian Civil Code shall apply in respect of all matters not otherwise governed herein.

#### **Article 4. EXCLUSION OF ALTERNATIVE COMPENSATION**

If the Policyholder does not take advantage of one or more Benefits/Guarantees, the Company is not obliged to provide alternative Benefits/Guarantees of any kind by way of compensation.

#### **Article 5. PERIODS OF LIMITATION**

All claims against the Company are time-limited, within a period of two years from the date of the claim made to grant the right to receive the Benefit/Guarantee in accordance with the provisions of Article 2952 of the Italian Civil Code.

#### **Article 6. INSURANCE PREMIUM**

The Policy is free of charge to the Policyholder; therefore, the insurance premium is entirely at the expense of the Policyholder.

#### **Article 7. OBLIGATIONS OF THE POLICYHOLDER IN THE EVENT OF A CLAIM**

Pursuant to and for the purposes of Articles 1913, 1914 and 1915 of the Italian Civil Code, in order to be entitled to the guaranteed benefits, the Policyholder must contact the Operations Centre before undertaking any personal claim.

Requests for assistance, which must specify personal identification data, the address and contact details of the Policyholder's location and the type of assistance requested, must be made by telephone, at any time 24/7/365, by calling the Operations Centre on freephone number + 39 800 108 108 (or on the standard rate telephone number +39 02 24128.528). In the event that the Organisational Structure cannot be contacted by phone, it can be contacted by fax on the number: +39 02/24128245.

#### **Article 8. COMMENCEMENT AND TERM OF ASSISTANCE INSURANCE**

The services shall be guaranteed by the Company to individual Customers who are active members in accordance with the communication methods provided by TELEPASS. The provision of services to Customers shall be limited to the term of validity of the individual Telepass Premium contracts and shall be considered terminated for all purposes with regard to Customers at the time of expiry and/or termination of the TELEPASS "Premium Truck" contract or expiry of the policy.

For the purposes of the correct application of the contract, as regards the checks to be carried out for the provision of services to Customers, only the information communicated by TELEPASS regarding the activation status of the "Premium Truck Option" contracts shall be valid.

## **APPENDIX “B”**

### **Article 9. TERRITORIAL COVERAGE**

The Service is valid for events occurring within the territory of Europe as defined above.

### **Article 10. SERVICES**

#### **Sending of spare parts**

If the insured motor vehicle cannot be used due to one of the cases for which the guarantee is provided and the spare parts required for repair cannot be found on-site, the Organisational Structure shall, on behalf of the Company, arrange for them to be found, purchased and sent by the fastest means of transportation to the vehicle repair garage where the insured motor vehicle is recovered; if the vehicle breaks down abroad, the local regulations governing the transport of goods would be taken into account. Given that the purchase of spare parts is only an advance payment, the Customer must provide bank guarantees or other guarantees, deemed adequate by the Company, for the return of the advance payment. At the time of request, the Customer must provide the following information:

- make and model of the insured vehicle;
- registration number (complete with prefix);
- year the insured vehicle was manufactured;
- cylinder and engine type.

The Policyholder must reimburse the Organisational Structure for the cost of replacement parts outlined in the price list and any customs charges within 10 days of filing the repayment request being filed, whilst the Organisational Structure remains liable for the research and shipping costs. The Company does not accept liability for delays or impediments due to the manufacturer ceasing production or due to the unavailability of spare parts.

#### **Transportation of passengers following breakdown assistance**

If, following a breakdown, fire or accident, the vehicle cannot be repaired at the location where it has broken down and needs to be towed to the site where it can be repaired, the customer shall have to travel to the recovery truck's depot or to the authorised Service Network's vehicle repair garage where the vehicle is taken to, using, if possible, the same vehicle that transported it there.

## APPENDIX “B”

### Return, continuation or overnight stay at a hotel

If the vehicle has broken down or is cannot be immediately repaired over 100 kilometres away from the driver's place of residence, the Organisational Structure, on behalf of the Company, shall make one of the following alternative services available to the vehicle owners, **with the cost being borne by the Company, up to a total limit of €400.00 including VAT per year:**

- returning the vehicle's passengers home: via a flight ticket (economy class) or train ticket (1st class) or other means of transport, to allow them to return to their place of residence in Italy;
- continuation of the journey: an air (economy class) or rail ticket (first class) or other means of transport to enable them to reach their travel destination;
- overnight stay in a hotel: an overnight stay (breakfast included) in a local hotel, whilst waiting for the car to be repaired. Vehicle breakdowns due to the unavailability of spare parts are not covered. The Organisational Structure shall **pay up to a maximum of €100.00 including VAT per person** and, in any case, no more than **the aforementioned total limit of €400.00 including VAT per year.**

### Advance payments for vehicle repairs in Italy and Europe

If, as a result of a Breakdown, Fire or Accident, the vehicle's engine needs repairs that are essential to its operation, the Company shall make up to **€5,000 including VAT** available to the Customer as an advance payment. The Customer must communicate the reason for the request, the amount required, their current address and must return the advanced amount within 90 (ninety) days of its payment; after this period, the Company may also claim interest. The service does not operate in countries in which there are no branches or representatives of the Company. **In order to benefit from the service, the Customer must provide an appropriate guarantee that they shall repay the amount that has been advanced. The procedure to render the service shall be communicated in advance to the Customer by the Operations Centre when the request is made.**

### Monetary advance for legal fees outside Italy

If, following a traffic accident abroad, the Customer is detained, arrested or threatened with arrest, requiring the assistance of a lawyer and is unable to meet the necessary expenses at the time, the Company commits to advance the amount up to the limit of **€5,000 including VAT**. The Customer must repay the advanced sum within 90 (ninety) days of its payment; after this period, the Company may also claim interest. The service does not operate in countries in which there are no branches or representatives of the Company. **In order to benefit from the service, the Customer must provide an appropriate guarantee that they shall repay the amount that has been advanced. The procedure to render the service shall be communicated in advance to the Customer by the Operations Centre when the request is made.**



## APPENDIX “B”

### **Monetary advance in Italy and in Europe for bail bonds or Euro sanctions**

If, following a traffic accident, the Customer is detained, arrested or threatened with arrest and is required to pay bail in order to arrange for their provisional release, or in the case of the Euro penalty, the Company commits to advance the amount within the limit of **€5,000 including VAT**.

The Customer must repay the sum advanced within 90 (ninety) days of its payment; after this period, the Company may also claim interest. The service does not operate in countries in which there are no branches or representatives of the Company.

**In order to benefit from the service, the Customer must provide an appropriate guarantee that they shall repay the amount that has been advanced. The procedure to render the service shall be communicated in advance to the Customer by the Operations Centre when the request is made.**

### **Monetary advance for release of the Vehicle outside Italy**

If the Vehicle is seized by the competent Authorities and the Customer is obliged to pay for its release, the Company commits to advance the amount within the limit of **€5,000 including VAT**.

The Customer must repay the advanced sum within 90 (ninety) days of its payment; after this period, the Company may also claim interest. The service does not operate in countries in which there are no branches or representatives of the Company. In order to benefit from the service, the Customer must provide an appropriate guarantee that they shall repay the amount that has been advanced. The procedure to render the service shall be communicated in advance to the Customer by the Operations Centre when the request is made.

### **Article 11 DELIMITATIONS AND LEGAL EFFECTS RELATING TO THE SERVICES**

Subject to the exclusions set out in the individual benefits, the following general terms and conditions shall also apply:

1. Damages due to the following are excluded:
  - a) wars, revolutions, riots or popular movements, looting, acts of terrorism, piracy, strikes, earthquakes, atmospheric phenomena that have the characteristics of natural disasters, or caused by the intervention of government authorities or by force majeure, the direct and indirect consequences of the transmutation of atoms, as well as radiation caused by the artificial acceleration of atomic particles;
  - b) driving the vehicle in a state of drunkenness or under the influence of psychotropic drugs, as well as the use of narcotics and hallucinogenics;
  - c) malicious acts committed by the Policyholder, including suicide or attempted suicide;
  - d) the Policyholder not being qualified to drive the vehicle in accordance with the legal provisions in force;
  - e) participation of the Vehicle in motor races and related tests and training;
  - f) improper use of the Vehicle;
  - g) fraud or illegal possession of the Vehicle.
2. Vehicles used for short-term rental, taxis, driving schools, sports activities and emergencies (ambulances and rescue vehicles) are not covered.
3. IMA ITALIA ASSISTANCE S.p.A. is not obliged to provide any other benefits, in cash or in kind, by way of compensation in the event that the original assistance guarantees have not been used, in whole or in part, due to the choice or negligence of the Policyholders.
4. All claims against IMA ITALIA ASSISTANCE S.p.A. are time-limited, within two years from the date of the claim resulting in the right to receive the benefit, in accordance with Article 2952 of the Italian Civil Code.

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5. The right to assistance provided by IMA ITALIA ASSISTANCE S.p.A. shall be forfeited if the Policyholder has not contacted the Organisational Structure at the time of the claim, the non-fulfilment being considered a wilful omission pursuant to Article 1910 of the Italian Civil Code.

For any information requests, complaints or disputes, the Policyholder must apply directly to IMA ITALIA ASSISTANCE S.p.A., it being understood that the Policyholder is exempt from any and all liability regarding the insurance services.

6. Benefits are also not provided in countries that are in a state of declared or de facto belligerence. Countries with a risk rating of 4.0 or higher are considered as such, as listed on the website: <http://watch.exclusive-analysis.com/lists/cargo/>.

7. The policy is governed by Italian law. All disputes relating to the policy are subject to Italian jurisdiction.

8. The provisions of Italian law shall apply in respect of all matters.

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The Pre-Contractual Information Document (DIP, for its acronym in Italian) and the Additional Pre-Contractual Information Document (DIPA, for its acronym in Italian) for non-life insurance products, relating to IMA Italia Assistance S.p.A.'s insurance product "Telepass Assistance Programme" are available on the IMA Italia Assistance S.p.A.'s website and on the website [www.telepass.com](http://www.telepass.com) in the section [telepass.com/it/truck/servizi-premium](http://telepass.com/it/truck/servizi-premium).

## INFORMATION PROVIDED TO THE POLICYHOLDER BY IMA ITALIA ASSISTANCE S.P.A. FOR THE PROCESSING OF PERSONAL DATA

Pursuant to Article 13 of EU Regulation 2016/679, "General Data Protection Regulation", please be informed as follows:

IMA ITALIA ASSISTANCE S.p.A., Registered Office: Piazza Indro Montanelli 20, 20099 Sesto San Giovanni, Milan Companies Register No. 09749030152, as Data Controller and IMA SERVIZI S.c.a.r.l. Registered Office: Piazza Indro Montanelli 20, 20099 Sesto San Giovanni in their capacity of Data Processor (both companies hereinafter referred to as IMA), collect the following categories of data as part of the signing, management and execution of your contract:

- data relating to the identification of the parties, interested persons or other parties involved in the contract;
- data on your family situation (if the contract provides for extension to the household);
- data necessary for the conclusion and execution of the contract and the handling of claims;
- information relating to the determination or assessment of risk;
- location data of persons and/or goods in relation to the insured risks (including through geolocation devices);
- health data for which the Policyholder has given his or her consent in order for the contract to be carried out.

(medical assistance policies only).

Your data shall only be used by IMA for the requested services to be carried out and, specifically, for the following purposes:

- the stipulation of the contract;
- the management of the contract;
- the execution of the contract;
- the preparation of statistics and actuarial studies;
- the bringing of legal actions, the handling of complaints and litigation in general;

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- all operations relating to customer management, including monitoring of the assistance provided (e.g., customer care);
- the implementation of control mechanisms, specifically to combat fraud and corruption;
- handling requests for the right of access, rectification and opposition;
- the implementation of legal, regulatory and administrative provisions.

This data may be passed on to insurance intermediaries entrusted with the management of the portfolio and/or to IMA's suppliers, to other companies within the IMA Group and/or public authorities and/or trade associations and/or any other person to whom there is an obligation in connection with the contract. Such data is likely to be transmitted outside of the European Union where an event occurs outside of the EU. They may be accessible or transmitted to IMA's "technical" external data processors for the purposes of computer administration and maintenance.

The request for the implementation of guarantees implies that you expressly authorise IMA to disclose the health information which may be gathered, to any professional who needs to be aware of it in order to carry out the task entrusted to him or her by IMA. In connection with this, you agree to release medical professionals from their obligation of professional secrecy regarding your medical information (for medical assistance policies only).

IMA may make recordings of its telephone conversations for the purposes of training, quality improvement and litigation prevention. These records are intended only for persons authorised by the Data Controller. You can object to this when you contact our operator by telephone.

Your data is kept for the term of the insurance contract, subject to any legal deadlines.

The beneficiary may, at any time, withdraw his/her consent to the processing of his/her personal data by sending an identification document to be submitted to IMA Italia Assistance S.p.A., Ufficio Protezione Dati, Piazza Indro Montanelli n. 20, 20099 Sesto San Giovanni (MI), Milan, Italy, or online at: [ufficioprotezionedati@imaitalia.it](mailto:ufficioprotezionedati@imaitalia.it). These departments as representatives of the DPO (Data Protection Officer) of the Inter Mutuelles Assistance Group, based in Niort (France). In this case, the beneficiary accepts that he/she shall no longer benefit from the insurance coverage. In the same way, he/she may exercise his/her right of access, rectification, erasure and objection for legitimate reasons.

You have the right to lodge a complaint with the Personal Data Protection Authority if you believe that the processing of your personal data is in breach of the law.

**IMA Italia Assistance S.p.A. is responsible for the truthfulness and completeness of the data and information contained in these Insurance Terms and Conditions and Definitions.**

***VISIT TELEPASS.COM***