

Conditions of contract

Frontier Policy

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DEFINITIONS

The following terms - to which the parties attribute the meaning specified below - shall for all purposes form part of the contract.

In the following text:

- «Code» the private insurance code set out in Legislative Decree n° 209 of 7 September 2005, as amended;
- «Traffic Code» refers to Legislative Decree n° 285 of 30 April 1992, as amended, or similar legislation in force in the visited country;
- «motor vehicle third party liability insurance» compulsory insurance of civil liability arising from the use of motor vehicles;
- «UCI» Ufficio Centrale Italiano, the national green card Bureau;
- «Foreign National Bureau», the national bureau of the country of the accident;
- «Policyholder» the person who concludes the border policy with UCI;
- «Insured person» the person, also different from the Policyholder, whose liability is covered by the contract; the driver, whoever he may be, the owner of the vehicle;
- «Injured third parties» the parties, both transported and not transported, entitled to compensation for damages suffered as a result of an accident. The following are not considered third parties and are not entitled to compensation:
 - the driver responsible for the accident and,
 - for property damage only:
 - a) The owner of the vehicle or, in his stead, the usufructuary or the buyer under reservation of title, as jointly and severally liable with the driver;
 - b) the spouse not legally separated, the cohabiting partner, the ascendants and descendants, whether legitimate, natural or adopted, of the person referred to in subparagraph 1 and those referred to in subparagraph a), as well as the affiliates and other relatives and relatives-in-law up to the third degree of kin of all the aforementioned persons, when they live with them or are dependent on them since the insured person normally provides for their maintenance;

c) where the insured is a company, the unlimited partners and the persons who are in one of the relationships with them indicated in (b);

- «Vehicle» the motor vehicle specified in the policy;
- «Areas treated as public roads» areas owned by public or private entities to which a variety of vehicles, persons and animals have access, such as, for examples, petrol stations, supermarket parkings, building sites open to the public, car parks of terminals or logistics companies;
- «Private areas» areas owned by public or private entities to which only authorized vehicles have access, such as, for example, fenced yards, garages and yards;
- «Statutory minimum limits» the minimum limits of the insurance cover in force in the country where the accident occurred;
- «Aggravation of the risk» changes that aggravate the risk in accordance with Article 1898 of the Civil Code;
- «Border» means the external border of the European Economic Area;
- «Third country» means a state other than a member state of the European Economic Area and Switzerland.

CONDITIONS OF CONTRACT - FRONTIER POLICY

ART. 1. - SUBJECT OF THE CONTRACT "Frontier policy"

The frontier policy contract may only be issued to persons who are neither resident in the European Economic Area nor in Switzerland or who have transferred their residence to Italy less than three months before the expiry date of the frontier policy and only for motor TPL cover of a motor vehicle registered in a third country and that is in order with the technical checks and administrative formalities in the country of registration.

UCI insures the risks against third-party liability for damage caused by the circulation of the vehicle indicated in the policy, by whoever is driving it, on roads of public use or in areas treated as such, for which insurance is compulsory pursuant to article 122 of the Code,

undertaking to pay, within the limit of the minimum maximum sums obligatory by law (without prejudice to the provisions of article 5 below) the sums of capital, interest and

expenses that the Insured Party is due as compensation for damages involuntarily caused to third parties by the circulation of the vehicle indicated in the policy.

Parking, stopping, moving the vehicle and all preliminary and subsequent operations are expressly included in the circulation of the vehicle.

The insurance does not cover liability risks for damage caused by the vehicle's participation in races or sporting competitions as defined in Article 124 of the Code, the related official tests and preliminary and final checks provided for in the special regulations of the race.

The insurance does not cover damage to one's own vehicle that is the subject of this contract, the objects contained in it, its driver and anyone who is not an injured third party,

ART. 2. - EXCLUSIONS AND RECOURSE

The insurance does not apply in the following cases only:

- If the driver is not qualified to drive in accordance with the provisions in force.
- In the case of a vehicle used for driving practice, while the learner is driving.
- For damage sustained by third parties transported as passengers, if the transport is not carried out in accordance with the provisions in force or with the indications in the registration certificate.
- In the case of a vehicle driven by a person in a state of drunkenness or under the influence of drugs, or to whom a sanction has been imposed pursuant to Articles 186, 186-bis and 187 of the Traffic Code.
- In the event that the vehicle is placed on sale after the policy has been taken out in a car dealership, without giving immediate notice to UCI or that this contract is circumvented during underwriting.

In the above cases, whenever article 144 of the Code is applicable, UCI shall exercise its right of recourse for the sums that it had to pay to the third party because of the unenforceability of the exceptions foreseen in the norm. The same applies to claims occurred in another EEA Country or in Switzerland when the local Foreign national Bureau settled the claim of a third party and requested the relevant reimbursement to UCI.

Without prejudice to the right of recourse against the driver, in the case of damage caused by a driver other than the owner of the vehicle, UCI may also exercise the right of recourse against the owner, apart from the cases provided for by article 122 of the Code, paragraph 1 and paragraph 3, in which the vehicle is put into circulation against the will of the owner.

ART. 3. - INACCURATE STATEMENTS AND RETICENCE

Inexact declarations or reticence on the part of the Policyholder, in respect of circumstances that influence the assessment of the risk, may result in the termination of the insurance cover; in this regard, the provisions of articles 1892, 1893 and 1894 of the Civil Code shall apply.

In particular, the Policyholder is required to declare, on a specific self-certification form, that the vehicle covered by this contract complies with the administrative requirements for its registration in the Country of issue of the registration plate, complies with the technical requirements for circulation and has passed the periodic technical inspections, and finally that the vehicle enters the territory of the European Economic Area (and Switzerland) by crossing the Italian border.

ART. 4. - AGGRAVATION OF RISK

The Contracting Party or the Insured must notify UCI in writing of any aggravation of risk. Aggravations of risk not known to UCI may lead to the termination of the insurance itself (Article 1898 of the Civil Code).

If UCI is called upon to compensate an injured third party (either directly or through a Foreign national Bureau in the case of a claim occurring in another EEA Country or Switzerland), UCI will exercise its right of recourse for the sums that it has had to pay because of the unenforceability of the exceptions provided for in the aforementioned rule.

ART. 5. - TERRITORIAL COVERAGE

The insurance cover is valid for the territory of the Italian Republic, the Vatican City, the Republic of San Marino, and the States of the European Union, as well as for the territory of Iceland, Liechtenstein, Norway, the Principality of Monaco, and Switzerland.

The guarantee shall be effective according to the conditions and within the limits of the national legislation regarding compulsory motor liability insurance in force in the country where the accident occurs.

ART. 6. - INCEPTION AND DURATION

Unless otherwise agreed, the contract shall take effect at 00:00 on the day following the date on which UCI receives payment of the premium.

If the date of payment of the premium precedes one or more public holidays, the contract shall take effect at 00:00 on the second working day thereafter.

The duration of the frontier policy is stated on the policy itself, it terminates automatically upon its natural expiry, cannot be silently renewed, and does not provide for a period of delay, notwithstanding Article 1899(1) and (2) of the Civil Code.

ART. 7. - PREMIUM PAYMENT

The premium must be paid in a lump sum upon conclusion of the contract in the manner specified by UCI.

ART. 8. - TERMINATION OF RISK AND TRANSFER OF OWNERSHIP OF THE VEHICLE

In the event of termination of the risk due to demolition, permanent cessation of circulation, termination of the risk due to theft, robbery or embezzlement, and loss of possession for any reason whatsoever, evidenced by the documents prescribed by the provisions in force, the following effects shall arise:

- Termination of the insurance contract, with the right to reimbursement of the premium rate relating to the residual insurance period, in the event of termination of the risk due to theft or robbery or embezzlement, UCI shall reimburse the residual net premium rate with effect from the day following the date on which the report is filed with the competent authority.
- The Insured Person shall promptly notify the termination of the risk, documenting it appropriately as per the preceding point.

ART. 9. - PREMIUM REFUND

A refund of the premium paid may be guaranteed under the following conditions:

- If the request for a refund is received within 14 days of the policy issue date, UCI will refund the full premium paid, net of bank charges, within 10 calendar days.
- If the claim for a refund is received after the 14th day following the date of issue of the policy and up to the start date of the insurance cover, UCI will refund the premium, net of the administrative and handling charges incurred, amounting to €15.

After the insurance cover has started, no premium refund will be made, except as provided for in the current terms and conditions, and in particular in Article 8, which is set out below.

ART. 8. - TERMINATION OF RISK AND TRANSFER OF OWNERSHIP OF THE VEHICLE

In the event of termination of the risk due to demolition, permanent cessation of circulation, termination of the risk due to theft, robbery or embezzlement, and loss of possession for any reason whatsoever, evidenced by the documents prescribed by the provisions in force, the following effects shall arise:

- *Termination of the insurance contract, with the right to reimbursement of the premium rate relating to the residual insurance period, in the event of termination of the risk due to theft or robbery or embezzlement, UCI shall reimburse the residual net premium rate with effect from the day following the date on which the report is filed with the competent authority.*
- *The Insured Person shall promptly notify the termination of the risk, documenting it appropriately as per the preceding point.*

ART. 10. – ACCIDENT REPORT

The accident report must contain all the data relating to the policy and the claim. This report must be submitted (by email to polizzefrontiera@ucimi.it) within three days of the date on which the accident occurred or the Insured became aware of it (Article 1913 of the Civil Code).

The report must be followed, as soon as possible, by news, documents and judicial acts relating to the claim.

In the event of willful or culpable omission to report the accident, or to send documentation or judicial documents, UCI is entitled to recover all or part of the sums that it has had to pay to the injured third party due to the prejudice suffered (article 1915 of the Civil Code).

The provisions of Title X, Chapters III, IV and V of the Code shall apply to the rules governing compensation for damages and settlement procedures.

ART. 11. - DISPUTE MANAGEMENT

UCI assumes, for as long as it is in its interest, on behalf of the Insurant, the extra-judicial and judicial management of disputes with third parties in any forum in which compensation for damage is discussed, appointing, where necessary, lawyers or technicians.

UCI shall not award the expenses incurred by the Insurant for lawyers or technicians who are not appointed by the UCI or whose appointment has not been authorized in advance and shall not be liable for fines or penalties nor for the costs of criminal justice.

ART. 12. - CHARGES TO BE BORNE BY THE CONTRACTOR

Taxes, duties, and all other charges established by law, present and future, relating to the premium, the contract and the acts dependent thereon, shall be borne by the Policyholder even if payment thereof has been advanced by UCI.

ART. 13. - REFERENCE TO LEGAL REGULATIONS

For matters not expressly regulated in this contract, the applicable laws and regulations apply.