

# Non-life insurance to cover risks during travel

Pre-contractual information document on the insurance product

Company: Europ Assistance Italia S.p.A. Product: "EMMA VILLAS Extra" – Form TAD334/2"



Complete pre-contractual and contractual information on the product is supplied in other documents

## What type of insurance is it?

This Policy covers the risks to the person during travel for tourist purposes and to cover the penalty applied by the Tour Operator.



### What is insured?

#### A) EXTRA COVER

##### 1) EXTRA ASSISTANCE DURING TRAVEL COVER

You may request that Europ Assistance provide the following service in the event of COVID-19 epidemics/pandemics, striking:

- you;
- a family member travelling with you, as long as they are insured;
- 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 service is supplied up to once per Insured Party, per type within the period of policy duration.

##### 1.1 RETURN TO THE RESIDENCE

If you are unable to return to your residence by the means that you had booked at the beginning of your trip, call the Organisational Structure.

The Organisational Structure will help you book the tickets necessary for your return home.

Air tickets will always be economy class.

Europ Assistance will pay the cost of the ticket for you up to a maximum of Euro 1,000 per Insured Party and per Policy duration.

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

##### 1.2 ADVANCE OF EMERGENCY EXPENSES

If you are required to extend your stay and you find yourself in economic difficulty, you may obtain an advance for emergency expenses.

The Organisational Structure will advance payment of the invoices for you, in situ, up to a maximum of Euro 2,000.00.

The Organisational Structure will guarantee you an advance of emergency expenses if:

the money transfer respects the rules or regulations in Italy

you can show that you are able to repay the amount

Please note:

You will need to repay the full amount advanced within a month of the date of the advance.

If you fail to do so, you will also pay interest at the current legal rate.

##### 2) EXTRA 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, in the following cases:

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 that envisaged for the destination of your travel with the maximum limit of 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 that envisaged for the destination of your travel with the maximum limit of Euro 5,000.00.

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

##### 3) TRAVEL EXTENSION COVER

The Cover applies in the following cases:

Case A) if a COVID-19 epidemic/pandemic affects you and you are forced to quarantine;

or

Case B) if you are forced to extend your stay due to a positive result to a control of your state of health, by government directive in the country in which you find yourself during your Travel, performed on you at the departure port/airport/station prior to returning to your residence or to reach the subsequent destination.



### What is not insured?

All cover excludes claims caused by:

- a. wilful misconduct or gross negligence except as indicated in the individual cover;
- b. flooding, deluge, volcanic eruptions, earthquakes, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
- c. epidemics and pandemics except for that due to COVID-19;
- d. wars, strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism.

The cover also excludes:

- e. claims occurring in countries in a state of war that makes it impossible to provide assistance;
- f. Cover/Services of all types, consequent to laws and/or Decree Laws issued for COVID-19.

Exclusions from individual cover:

#### A) EXTRA COVER

All EXTRA COVER covers exclude claims caused by:

- a) bankruptcy of the airline or Tour Operator/Travel Agency;
- b) cancellation by the Tour Operator/Travel Agency;

The following cases are also excluded:

- medical expenses linked to medical controls for COVID-19 required by the destination country on arrival.
- the voluntary extension of the trip by the Insured Party for personal choices not connected with the COVID-19 epidemic/pandemic;
- Failure to comply with orders/rules issued by the supervisory bodies/host countries or countries of origin;
- events for which the Tour Operator has to intervene directly in compliance with obligations deriving from that established in the Tourism Code.

1) EXTRA MEDICAL EXPENSES COVER CASE A) claims depending on the following are also excluded:

- a. mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
- b. illnesses depending on pregnancies beyond the 26th week of gestation and post-partum;
- c. illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the travel began;
- d. injuries deriving from the following activities: rock climbing or accessing glaciers, platform jumps with skis or water skis, driving and using sledges, air sports in general, piloting and using hang-gliders and other types of ultra-light airborne vehicles, paragliding and similar, kite surfing, acts of bravado and all injuries suffered as a consequence of sports practice professionally or in any case on a non-amateur level (including competitions, races, trials and training);
- e. removal and/or transplant of organs;
- f. automotive, motorcycle or motor boat races and related tests and training;
- g. gross negligence;
- h. abuse of alcohol or psychological drugs;
- i. illness/injury deriving from the HIV virus;
- j. use of mind-altering and hallucinogenic substances;
- k. attempted suicide or suicide;
- l. epidemics or pandemics on the basis of that declared by the World Health Organisation;
- m. all else not indicated under the Art. entitled "Subject of the Insurance".

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;

In these cases, Europ Assistance will indemnify you by way of reimbursement for the costs of your hotel/lease due to the extension of your stay.

In both case A) and case B) Europ Assistance will indemnify you for Euro 100.00 per day for a maximum of 15 days per Insured Party and period of duration of Cover.

Only a single indemnity will be provided, i.e. without summing the two cases.

#### **C) 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 Party, per claim and per period of duration of Cover.

#### **D) 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 services on the ground for the number of days until completion of travel, starting from the day on which travel was interrupted.

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.

- orthopaedic and/or prosthetic device expenses following sudden illness;
- check-ups in Italy 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.



Are there limits to cover?

**INTERNATIONAL SANCTIONS** (valid for all Cover types)

Europ Assistance is not required to guarantee insurance cover and is not obligated to pay the Compensation, nor to pay any benefit under the Policy, if the provision of such cover or the payment of such Compensation or benefit exposes Europ Assistance to sanctions, bans or restrictions under the resolutions of the United Nations or to trade or economic sanctions or revocatory orders under laws or regulations of the European Union or USA. You may verify the updated list of Countries subject to sanctions at the link indicated in the Policy.

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 that you were in Cuba in compliance with US laws.

If you were not authorised to travel to Cuba, Europ Assistance may not provide assistance nor pay Compensation.

#### **SUBSCRIPTION LIMITS**

You cannot buy this policy:

once travel has begun.

You can also not stipulate any additional Acceptance Forms to extend stay or increase limits of liability and cover envisaged in the policy.

#### **CONTINUED STAY ABROAD**

You can stay abroad for a maximum of 30 consecutive days during the validity of this Policy. You are not insured for claims that occur after 30 days.

Extra ASSISTANCE during travel cover

#### **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.

#### **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.



## Where is the cover valid?

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



## What are my obligations?

**When you sign the contract:** you are obliged to make exact, complete and truthful declarations.

Untruthful, inexact or omitted declarations may result in the total or partial loss of the right to compensation, in addition to the cessation of the cover in accordance with Arts. 1892, 1893 and 1894 of the Italian Civil Code.

**During the contract:** you are obliged to report any changes that may aggravate the risk. Failure to provide such notification may result in the total or partial loss of the right to receive compensation, in addition to the cessation of the cover in accordance with Art. 1898 of the Italian Civil Code.

**In the event of a Claim:** you are obliged to notify Europ Assistance Italia S.p.A. in writing of the existence of other Insurance policies you may have stipulated with the same characteristics as this one (Art. 1910 of the Italian Civil Code) and to comply with the terms for reporting a claim.



## When and how do I need to pay?

The premium must be paid in full when the Policy is signed. The premium includes tax.



## When does the cover start and end?

The EXTRA Cover and the HOSPITALISATION INDEMNITY Cover are effective from the start date of the trip and expire within 15 days of the end of the trip as indicated on the Acceptance Form.

The TRAVEL QUOTA REIMBURSEMENT Cover is effective from the start date of the trip until it ends, as indicated on the Acceptance Form.



## How can I cancel the policy?

As a short-term Policy, it cannot be cancelled.

## Non-life insurance to cover risks during travel

Additional pre-contractual information document for non-life insurance products  
(Additional non-life pre-contractual information document)

Company: Europ Assistance Italia S.p.A.

Product: "Emma Villas Extra – Mod. TAD334/2"

Date the additional non-life pre-contractual information document was drafted:  
19.02.2021



This document contains additional, supplementary information with respect to that contained in the pre-contractual information document for non-life insurance products (non-life pre-contractual information document) to help the potential contracting party/insured party to understand the characteristics of the product in greater detail, the contractual obligations and the company's financial position.

**The contracting party/insured party is required to read the insurance terms and conditions before signing the contract.**

Europ Assistance Italia S.p.A., Piazza Trento, n.8 - 20135 Milan - tel. 02.58.38.41 - [www.europassistance.it](http://www.europassistance.it) - e-mail: [servizio.clienti@europassistance.it](mailto:servizio.clienti@europassistance.it) - certified e-mail: [EuropAssistanceItaliaSpA@pec.europassistance.it](mailto:EuropAssistanceItaliaSpA@pec.europassistance.it).  
Registered in section I of the Official Roll of Insurance and Reinsurance Businesses under no. 1.00108 – Company belonging to the Generali Group, registered with the Official Roll of Insurance Groups – Company subject to the management and coordination of Assicurazioni Generali S.p.A.

Its shareholders' equity amounts to Euro 69,405,891, including share capital of Euro 12,000,000 and total capital reserves of Euro 41,005,891.

Its non-life business solvency ratio is 131%; this percentage is the ratio of the available solvency margin of Euro 79,865,000 to the required solvency margin amount pursuant to current regulations of Euro 61,052,000.

The above data refers to the last approved financial statements and the balance sheet as at 31/12/2018. Subsequent updates regarding the company's capital and financial position will be available on the website <https://www.europassistance.it/azienda/bilancio>.

Italian law applies to the contract



### What is insured?

There is no further information over and above that supplied in the non-life pre-contractual information document.



### What is NOT insured?

There is no further information over and above that supplied in the non-life pre-contractual information document.



### Are there limits to cover?

<b>Extra Cover</b>	There is no further information over and above that supplied in the non-life pre-contractual information document.
<b>Indemnity Cover for Hospitalisation</b>	There is no further information over and above that supplied in the non-life pre-contractual information document.
<b>Travel Quota Reimbursement Cover</b>	There is no further information over and above that supplied in the non-life pre-contractual information document.



### Where is the cover valid?

There is no further information over and above that supplied in the non-life pre-contractual information document.



### What are my obligations? What are the company's obligations?

<b>What should I do in the event of a claim?</b>	<b>Claim filing:</b>	<b>EXTRA COVER EXTRA ASSISTANCE DURING TRAVEL COVER</b> In case of a Claim, you must call the Organisational Structure at the numbers immediately: (+39) 02-58.28.65.32 valid for calls from Italy 800-993063 valid for calls from Italy and abroad. If you cannot call the Organizational Structure immediately because you do not have
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		<p>the possibility, you must call as soon as possible and always before taking any personal initiative. If you do not telephone the Organisational Structure, Europ Assistance may decide not to provide you with Assistance Services.</p> <p style="text-align: center;"><b>EXTRA MEDICAL EXPENSES COVER</b></p> <p>In case of a Claim, you must call the Organisational Structure immediately, at: +39 02-58.28.65.32 from Italy or abroad, you must make a report no more than sixty days after the claim occurred. You will need to report your claim in the following ways:</p> <ul style="list-style-type: none"> <li>- access the portal <a href="https://sinistrionline.europassistance.it">https://sinistrionline.europassistance.it</a> or website <a href="http://www.europassistance.it">www.europassistance.it</a> in the CLAIMS section. Follow the instructions.</li> <li>or</li> <li>- by writing a letter sent recorded delivery with advice of receipt to Europ Assistance - Ufficio Liquidazione Sinistri (Claims Settlement Office) (indicating the cover for which you are reporting the claim) - Piazza Trento, 8 20135 Milan</li> </ul> <p>You must provide the following data/documents:</p> <ul style="list-style-type: none"> <li>- your name, surname and address;</li> <li>- your telephone number;</li> <li>- The Europ Assistance card number + case no.;</li> <li>- the circumstances of the event;</li> <li>- the date on which the claim took place;</li> <li>- the place where you or the persons responsible for the claim can be contacted.</li> </ul> <p style="text-align: center;"><b>TRAVEL EXTENSION COVER</b></p> <p>Make a claim report within sixty days of when the claim took place. You will need to report your claim in the following ways:</p> <ul style="list-style-type: none"> <li>- access the portal <a href="https://sinistrionline.europassistance.it">https://sinistrionline.europassistance.it</a> or website <a href="http://www.europassistance.it">www.europassistance.it</a> in the CLAIMS section. Follow the instructions.</li> <li>or</li> <li>- by writing a letter sent recorded delivery with advice of receipt to Europ Assistance - Ufficio Liquidazione Sinistri (Claims Settlement Office) (indicating the cover for which you are reporting the claim) - Piazza Trento, 8 20135 Milan</li> </ul> <p>You must provide the following data/documents:</p> <ul style="list-style-type: none"> <li>- your name, surname and address;</li> <li>- your telephone number;</li> <li>- The Europ Assistance card number + case no.;</li> <li>- the circumstances of the event;</li> <li>- the date on which the claim took place;</li> <li>- the place where you or the persons responsible for the claim can be contacted.</li> </ul> <p style="text-align: center;"><b>INDEMNITY COVER FOR HOSPITALISATION</b></p> <p>Make a claim report within sixty days of when the claim took place. You will need to report your claim in the following ways:</p> <ul style="list-style-type: none"> <li>- access the portal <a href="https://sinistrionline.europassistance.it">https://sinistrionline.europassistance.it</a> or website <a href="http://www.europassistance.it">www.europassistance.it</a> in the CLAIMS section. Follow the instructions.</li> <li>or</li> <li>- by writing a letter sent recorded delivery with advice of receipt to Europ Assistance - Ufficio Liquidazione Sinistri (Claims Settlement Office) (indicating the cover for which you are reporting the claim) - Piazza Trento, 8 20135 Milan</li> </ul> <p>You must provide the following data/documents:</p> <ul style="list-style-type: none"> <li>- your name, surname and address;</li> <li>- your telephone number;</li> <li>- The Europ Assistance card number + case no.;</li> <li>- the circumstances of the event;</li> <li>- the date on which the claim took place;</li> <li>- the place where you or the persons responsible for the claim can be contacted.</li> </ul>
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		<p><b>TRAVEL QUOTA REIMBURSEMENT COVER</b></p> <p>Make a claim report within sixty days of when the claim took place. You will need to report your claim in the following ways:</p> <ul style="list-style-type: none"> <li>- access the portal <a href="https://sinistrionline.europassistance.it">https://sinistrionline.europassistance.it</a> or website <a href="http://www.europassistance.it">www.europassistance.it</a> in the CLAIMS section. Follow the instructions.</li> <li>or</li> <li>- by writing a letter sent recorded delivery with advice of receipt to Europ Assistance - Ufficio Liquidazione Sinistri (Claims Settlement Office) (indicating the cover for which you are reporting the claim) - Piazza Trento, 8 20135 Milan</li> </ul> <p>You must provide the following data/documents:</p> <ul style="list-style-type: none"> <li>- your name, surname and address;</li> <li>- your telephone number;</li> <li>- The Europ Assistance card number + case no.;</li> <li>- the circumstances of the event;</li> <li>- the date on which the claim took place;</li> <li>- the place where you or the persons responsible for the claim can be contacted.</li> </ul>
	<p><b>Direct assistance/Agreements:</b></p>	<p><b>EXTRA COVER</b></p> <p><b>EXTRA ASSISTANCE DURING TRAVEL COVER</b></p> <p>No services will be provided to you directly by entities or facilities authorised by Europ Assistance.</p> <p><b>EXTRA MEDICAL EXPENSES COVER</b></p> <p>No services will be provided to you directly by entities or facilities authorised by Europ Assistance other than those indicated in the Medical expenses reimbursement cover.</p> <p><b>TRAVEL EXTENSION COVER</b></p> <p>No services will be provided to you directly by entities or facilities authorised by Europ Assistance.</p> <p><b>INDEMNITY COVER FOR HOSPITALISATION</b></p> <p>No services will be provided to you directly by entities or facilities authorised by Europ Assistance.</p> <p><b>TRAVEL QUOTA REIMBURSEMENT COVER</b></p> <p>No services will be provided to you directly by entities or facilities authorised by Europ Assistance.</p>
	<p><b>Management by other companies:</b></p>	<p>There is no management by other companies.</p>
	<p><b>Time limit:</b></p>	<p>All 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 party asks or sues you for Compensation.</p> <p>If a claim is filed, you are required to interrupt the time limit in writing.</p>
<p><b>Inexact or reticent declarations</b></p>	<p>There is no further information over and above that supplied in the non-life pre-contractual information document.</p>	
<p><b>Obligations of the company</b></p>	<p><b>EXTRA COVER</b></p> <p><b>EXTRA ASSISTANCE DURING TRAVEL COVER</b></p> <p>There is no provision for any compensation as assistance services are provided directly by the Europ Assistance Organizational Structure.</p> <p><b>EXTRA MEDICAL EXPENSES COVER AND TRAVEL EXTENSION COVER</b></p> <p>Once the necessary documentation has been received, the validity of the Cover has been verified and all the necessary assessments performed, Europ Assistance shall determine the amount of the compensation due, notify the concerned parties and make payment within 20 days, net of the applicable excesses.</p>	



	<b>INDEMNITY COVER FOR HOSPITALISATION AND TRAVEL QUOTA REIMBURSEMENT COVER</b> Once the necessary documentation has been received, the validity of the Cover has been verified and all the necessary assessments performed, Europ Assistance shall determine the amount of the reimbursement due, notify the concerned parties and make payment within 20 days, net of the applicable deductibles.
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### When and how do I need to pay?

<b>Premium</b>	There is no further information over and above that supplied in the non-life pre-contractual information document.
<b>Refund</b>	There are no refunds.



### When does the cover start and end?

<b>Term</b>	There is no further information over and above that supplied in the non-life pre-contractual information document.
<b>Suspension</b>	There is no suspension of the cover.



### How can I cancel the policy?

<b>Change of mind after agreement</b>	There is no provision for reconsideration after stipulation.
<b>Termination</b>	There is no provision for cases in which you have the right to terminate the contract.



### Who is this product for?

Clients who purchase a travel package from the Contractor and the related insurance coverage and want to protect themselves from the risks caused by Covid-19, when this situation forces them to extend the trip, or prevents them from concluding it



### What costs do I need to pay?

**Intermediation fee:** the average fee received by the intermediary is 10.00%.

## HOW CAN I FILE COMPLAINTS AND SETTLE DISPUTES?

<b>With the insurance company</b>	You can submit any complaints regarding the contract or claims management by writing to Europ Assistance Italia S.p.A. - FAO Ufficio Reclami (Complaints Office) by means of: <ul style="list-style-type: none"> <li>– Mail: Piazza Trento, 8 – 20135 Milan;</li> <li>– Fax: 02.58.47.71.28</li> <li>– Certified e-mail: <a href="mailto:reclami@pec.europassistance.it">reclami@pec.europassistance.it</a></li> <li>– E-mail: <a href="mailto:ufficio.reclami@europassistance.it">ufficio.reclami@europassistance.it</a>.</li> </ul> Europ Assistance Italia S.p.A. will answer your complaint within 45 days of receipt, as envisaged by the law.
<b>With IVASS</b>	If you are not satisfied with the outcome of the complaint or if you have not received an answer from Europ Assistance Italia S.p.A. within the maximum term of forty-five days, you can contact IVASS (the Italian Institute for the Supervision of Insurance) - Servizio Tutela del Consumatore (Consumer Protection Service) - via del Quirinale, 21 - 00187 Rome, fax 06/42.13.32.06, certified e-mail: <a href="mailto:ivass@pec.ivass.it">ivass@pec.ivass.it</a> , attaching the documentation relative to the complaint processed by Europ Assistance to your request. in the complaint, please specify: <ul style="list-style-type: none"> <li>• first name, surname and domicile of the complainant, with telephone number if available;</li> <li>• identification of the individual(s) whose conduct is complained of;</li> <li>• a brief but complete description of the reason for the complaint;</li> <li>• a copy of the complaint made to the insurance company and any reply received from it;</li> <li>• all documents useful to providing a more complete description of the related circumstances.</li> </ul> You can find the complaints submission form on the IVASS website at <a href="http://www.ivass.it">www.ivass.it</a> .

**BEFORE INVOLVING THE LEGAL AUTHORITIES**, alternative systems may be used to settle the dispute, such as:

<b>Mediation</b>	Contact a mediation organisation from those featured on the list of the Ministry of Justice, available for consultation on the website <a href="http://www.giustizia.it">www.giustizia.it</a> (Italian Law no. 98 of 09/08/2013).
<b>Assisted negotiation</b>	Through a request made by your lawyer to Europ Assistance Italia S.p.A.
<b>Other alternative dispute resolution systems</b>	<p><b>Insurance disputes on the determination and estimate of damage in the scope of policies covering the risk of damage (where envisaged by the Insurance Conditions).</b>  In the event of a dispute relating to the determination and estimate of the damage, a contractual appraisal is required to resolve this type of disputes if provided for by the policy terms and conditions. The request to begin the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri (Claims Settlement Office) – Piazza Trento, 8 – 20135 Milan, by letter sent recorded delivery with advice of receipt or certified e-mail to <a href="mailto:sinistri@pec.europassistance.it">sinistri@pec.europassistance.it</a>.  If the dispute relates to policies covering the risk of damage for which the contractual appraisal has already been completed or if the dispute does not relate to the determination and estimate of the damage, the law establishes compulsory mediation as a condition for admissibility, with the right to opt for assisted negotiation first.</p> <p><b>Insurance disputes on medical matters (where envisaged by the Insurance Conditions).</b>  In the event of disputes relating to medical issues in connection with injury or illness policies, arbitration must be performed to settle such disputes, in accordance with the policy terms and conditions. The request to begin the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri (Claims Settlement Office) – Piazza Trento, 8 – 20135 Milan, by letter sent recorded delivery with advice of receipt or certified e-mail to <a href="mailto:sinistri@pec.europassistance.it">sinistri@pec.europassistance.it</a>.  If the dispute relates to policies covering injury or illness for which arbitration has already been attempted or if the dispute does not relate to medical matters, the law establishes compulsory mediation as a condition for admissibility, with the right to opt for assisted negotiation first.</p> <p>The foregoing is without prejudice to the right to seek remedy in court.</p> <p><b>To settle cross-border disputes, a complaint can be submitted to the IVASS or to the competent foreign system activated using the FIN-NET procedure (by accessing the website: <a href="http://ec.europa.eu/internal_market/finnet/index_en.htm">http://ec.europa.eu/internal_market/finnet/index_en.htm</a>).</b></p>

**FOR THIS CONTRACT, THE COMPANY DOES NOT HAVE AN AREA ON ITS WEBSITE RESERVED FOR THE CONTRACTING PARTY/INSURED PARTY (“HOME INSURANCE”), THEREFORE, AFTER SIGNING THE POLICY, YOU WILL NOT BE ABLE TO CONSULT SAID AREA OR USE IT TO MANAGE YOUR PERSONAL DATA INCLUDED ON THE CONTRACT.**

#### **DISCLOSURE FOR ONLINE SALES OF “REMOTE” INSURANCE POLICIES**

The proposed Insurance policy is defined, in accordance with Italian Legislative Decree no. 206/05, as a “remote contract”, i.e. a “contract agreed between a professional [Europ Assistance Italia S.p.A.] and the Consumer in the framework of an organised system for the remote sale or provision of services without the simultaneous, physical presence of the professional and the consumer, exclusively using one or more means of remote communication up to the signing of the contract and including the signing of the contract itself”.

Please be informed that: Consumer is any natural person acting for purposes that do not come under the scope of his/her business or professional activities and “means of remote communication” means “any technique used to contact customers that, without the simultaneous physical presence of the distributor and the contracting party, can be used for the remote placement of insurance and reinsurance contracts”

Europ Assistance Italia S.p.A. is a company authorised to carry out insurance activities under Ministerial Decree of 02 June 1993 (Official Journal no. 152 of 01 July 1993), with registered office in Italy at Piazza Trento 8, 20135 Milan.

The Insurance contract proposed is described in summary fashion in the non-life pre-contractual information document, in the additional non-life pre-contractual information document and fully in the insurance terms and conditions; if these conditions coincide with your expectations, the premium to be paid to stipulate the contract is that specified in the Insurance Conditions.

The Insured Party has the right to choose to receive and send the pre-contractual documentation and the documentation envisaged by current legislation as hard copies or e-mails or to the website address indicated by telematic communication and to change their choice at a later date.

The Insured Party shall in any case have the right to request that the above documentation be re-sent as hard copies, at no extra cost.

Europ Assistance will ask the Insured Party to sign and re-send, purely for documented purposes, a copy of the contract. Please remember that the Consumer may exercise his right to withdraw within 14 days of conclusion of the contract; this is without prejudice to the right of Europ Assistance Italia S.p.A. to withhold the amount due for the premium corresponding to the period for which the contract was in force.



In accordance with Art. 67-duodecies, paragraph 5b, withdrawal does not apply to insurance policies lasting for less than one month.

Where applicable, the right to withdraw can be exercised by means of a letter sent recorded delivery with advice of receipt to the Policyholder, to the address specified in the insurance conditions and copied Europ Assistance Italia S.p.A. – Contracts Portfolio Management – Piazza Trento, 8 – 20135 Milan.

Complaints may also be sent to the above addresses.

## "EMMA VILLAS EXTRA"

Insurance Conditions of Agreement no. 39008Q between



Europ Assistance Italia S.p.A.



Europ Assistance Italia S.p.A. having its registered office in Piazza Trento 8, Milan – Company authorised to provide insurance by Decree no. 19569 issued by the Ministry for Industry, Trade and Crafts on 02 June 1993 (Official Journal no. 152 of 1 July 1993) – registered in section I of the Official Roll of Insurance and Reinsurance Businesses under no. 100,108 – Company belonging to the Generali Group, registered with the Official Roll of Insurance Groups – Company subject to the management and coordination of Assicurazioni Generali S.p.A.

(hereinafter referred to as Europ Assistance) and

Contracting Party: Emma Villas S.r.l., with registered office in Rome, Duccio di Buoninsegna n. 22 – VAT no. 01188760522 in the favour of clients of the Contracting Party (hereinafter referred to as "Insured Parties"), intended as Insured Parties in accordance with Art. 1891 of the Italian Civil Code

(hereinafter referred to as the "Contracting Party")

**YOU MAY VOLUNTARILY TAKE OUT THE COVER DESCRIBED IN THE INSURANCE CONDITIONS IF YOU SIGN THE ACCEPTANCE FORM.**

Version 19.02.2021

Card no. EMEX + File no.

## INSURANCE CONDITIONS FORM TAD334/2

### GENERAL INSURANCE CONDITIONS FOR THE INSURED PARTY

#### Art. 1. - OTHER INSURANCE POLICIES

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 Party, 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 Party 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 Italian law.

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

#### Art. 3. - TIME LIMITS

**All your claims against Europ Assistance are time-barred within two years of the date of the claim. In civil liability insurance, the two years commence from the day on which the injured party sued you or asked you for compensation. In this case, Art. 2952 of the Italian Civil Code applies.**

**If a claim is filed, you are required to interrupt the time limit in writing.**

#### Art. 4. - PAYMENT CURRENCY

In Italy, you receive the indemnity/reimbursement in Euro. If you claim reimbursement 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 reimbursement by converting the amount of expenses you have had into Euro. Europ Assistance calculates the reimbursement 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. - PREMIUM

The premium for your policy is calculated on the case and you may find it in the table below:

GROSS PREMIUM	Of which tax
Euro 40,00	Euro 5,22

#### Art. 6. - TAX CHARGES

The premium also includes taxes, which are beyond the scope of Europ Assistance's control and that you are legally required to pay.

#### Art. 7. - DECLARATIONS RELATING TO RISK CIRCUMSTANCES

**When you adhere to the Policy, you must check that you have provided truthful, exact and complete information. Any significant change in the information provided during the period of validity of the Policy must be immediately communicated to Europ Assistance, through the Contracting Party. If you do not respect these obligations, you may totally or partially lose the right to indemnity/compensation.**

#### Art. 8. - WORSENING OF THE RISK

**You must notify Europ Assistance, through the Contracting Party, of any changes that entail a worsening of risk. Failure to provide such notification may result in the total or partial loss of the right to receive indemnity/compensation, in addition to the cessation of the cover in accordance with Art. 1898 of the Italian Civil Code.**

#### Art. 9. - REDUCTION OF THE RISK

**If the risk should reduce, Europ Assistance must reduce the premium or premium instalment after your communication and waiver of the related right of withdrawal.**

#### Art. 10. - PERSONAL DATA PROCESSING

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 health-related data for insurance purposes. You may use the following consent formula: "I have read the Data Processing Disclosure and consent to the processing of my personal data relating to health necessary to the management of the Cover by Europ Assistance Italia and the subjects indicated in the Disclosure."

### SECTION I - DESCRIPTION OF COVER



What is insured?

#### Art. 11. - SUBJECT OF THE INSURANCE

##### A) EXTRA COVER

##### 1) EXTRA ASSISTANCE DURING TRAVEL COVER

**You may request that Europ Assistance provide the following service in the event of COVID-19 epidemics/pandemics, striking:**

- you;
- a family member travelling with you, as long as they are insured;
- 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 service is supplied up to once per Insured Party, per type within the period of policy duration.**

##### 1.1 RETURN TO THE RESIDENCE

If you are unable to return to your residence by the means that you had booked at the beginning of your trip, call the Organisational Structure.

The Organisational Structure will help you book the tickets necessary for your return home.

Air tickets will always be economy class.

**Europ Assistance will pay the cost of the ticket for you up to a maximum of Euro 1,000 per Insured Party and per Policy duration.**

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

##### 1.2 ADVANCE OF EMERGENCY EXPENSES

If you are required to extend your stay and you find yourself in economic difficulty, you may obtain an advance for emergency expenses.

The Organisational Structure will advance payment of the invoices for you, in situ, up to a maximum of Euro 2,000.00.

The Organisational Structure will guarantee you an advance of emergency expenses if:

- the money transfer respects the rules or regulations in Italy
- you can show that you are able to repay the amount

**Please note:**

*You will need to repay the full amount advanced within a month of the date of the advance.*

*If you fail to do so, you will also pay interest at the current legal rate.*

##### 2) EXTRA 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, in the following cases:

#### 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 that envisaged for the destination of your travel with the maximum limit of 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 that envisaged for the destination of your travel with the maximum limit of Euro 5,000.00.**

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

#### Example:

- if the limit to liability in ITALY of the Basic Policy is Euro 1,000.00, the limit to liability recognised for this cover is Euro 1,000.00
- if the limit to liability in EUROPE of the Basic Policy is Euro 7,000.00, the limit to liability recognised for this cover is Euro 5,000.00

### 3) TRAVEL EXTENSION COVER

The Cover applies in the following cases:

**Case A)** if a COVID-19 epidemic/pandemic affects you and you are forced to quarantine;

or

**Case B)** if you are forced to extend your stay due to a positive result to a control of your state of health, by government directive in the country in which you find yourself during your Travel, performed on you at the departure port/airport/station prior to returning to your residence or to reach the subsequent destination.

In these cases, Europ Assistance will indemnify you by way of reimbursement for the costs of your hotel/lease due to the extension of your stay.

**In both case A) and case B) Europ Assistance will indemnify you for Euro 100.00 per day for a maximum of 15 days per Insured Party and period of duration of Cover.**

**Only a single indemnity will be provided, i.e. without summing the two cases.**

### C) 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 Party, per claim and per period of duration of Cover.**

### D) 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 services on the ground for the number of days until completion of travel, starting from the day on which travel was interrupted.**

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.



#### Where is the cover valid?

### Art. 12. - 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. 13. - EFFECTIVE DATE AND DURATION OF COVER

The **EXTRA Cover** and the **HOSPITALISATION INDEMNITY Cover** are effective from the start date of the trip and expire within 15 days of the end of the trip as indicated on the Acceptance Form.

The **TRAVEL QUOTA REIMBURSEMENT Cover** is effective from the start date of the trip until it ends, as indicated on the Acceptance Form.

## SECTION II - EXCLUSIONS AND LIMITATIONS OF COVER



#### What is not insured?

### Art. 14. - EXCLUSIONS

#### • GENERAL EXCLUSIONS FOR ALL COVER

All cover excludes claims caused by:

- a. wilful misconduct or gross negligence except as indicated in the individual cover;
- b. flooding, deluge, volcanic eruptions, earthquakes, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
- c. epidemics and pandemics except for that due to COVID-19;
- d. wars, strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism.

The cover also excludes:

- e. claims occurring in countries in a state of war that makes it impossible to provide assistance;
- f. Cover/Services of all types, consequent to laws and/or Decree Laws issued for COVID-19.

#### • EXCLUSIONS FROM INDIVIDUAL COVER

#### A) EXTRA COVER

All **EXTRA COVER** covers exclude claims caused by:

- a) bankruptcy of the airline or Tour Operator/Travel Agency;
- b) cancellation by the Tour Operator/Travel Agency;

The following cases are also excluded:

- medical expenses linked to medical controls for COVID-19 required by the destination country on arrival.
- the voluntary extension of the trip by the Insured Party for personal choices not connected with the COVID-19 epidemic/pandemic;
- Failure to comply with orders/rules issued by the supervisory bodies/host countries or countries of origin;
- events for which the Tour Operator has to intervene directly in compliance with obligations deriving from that established in the Tourism Code.

**1) EXTRA MEDICAL EXPENSES COVER CASE A)** claims depending on the following are also excluded:

- a. mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
  - b. illnesses depending on pregnancies beyond the 26th week of gestation and post-partum;
  - c. illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the travel began;
  - d. injuries deriving from the following activities: rock climbing or accessing glaciers, platform jumps with skis or water skis, driving and using sledges, air sports in general, piloting and using hang-gliders and other types of ultra-light airborne vehicles, paragliding and similar, kite surfing, acts of bravado and all injuries suffered as a consequence of sports practice professionally or in any case on a non-amateur level (including competitions, races, trials and training);
  - e. removal and/or transplant of organs;
  - f. automotive, motorcycle or motor boat races and related tests and training;
  - g. gross negligence;
  - h. abuse of alcohol or psychological drugs;
  - i. illness/injury deriving from the HIV virus;
  - j. use of mind-altering and hallucinogenic substances;
  - k. attempted suicide or suicide;
  - l. epidemics or pandemics on the basis of that declared by the World Health Organisation;
  - m. all else not indicated under the Art. entitled "Subject of the Insurance".
- 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 in Italy 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.



#### Are there limits to cover?

## Art. 15. - 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 or 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. 16. - LIMITS TO THE COVER

### • SUBSCRIPTION LIMITS

You cannot buy this policy:

- once travel has begun.

You can also not stipulate any additional Acceptance Forms to extend the stay or increase limits of liability and cover envisaged in the policy.

### • CONTINUED STAY ABROAD

You can stay abroad for a maximum of 30 consecutive days during the validity of this Policy. You are not insured for claims that occur after 30 days.

## B) EXTRA COVER

### 1) EXTRA ASSISTANCE DURING TRAVEL COVER

#### • 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.

### • 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 PARTY AND OF EUROP ASSISTANCE



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

## Art. 17. - OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

### FOR ALL COVER OTHER THAN ASSISTANCE

You will need to report your claim in the following ways:

- access the portal <https://sinistronline.europassistance.it> or website [www.europassistance.it](https://www.europassistance.it) in the CLAIMS section. Follow the instructions.
- or
- by writing a letter sent recorded delivery with advice of receipt to Europ Assistance - Ufficio Liquidazione Sinistri (Claims Settlement Office) (indicating the cover for which you are reporting the claim) - Piazza Trento, 8 20135 Milan

You must provide the following data/documents:

- your name, surname and address;
- your telephone number;
- The Europ Assistance card number + case no.;
- the circumstances of the event;
- the date on which the claim took place;
- the place where you or the persons responsible for the claim can be contacted.

**The time frame for reporting the claim is indicated in the individual cover.**

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

## A) EXTRA COVER

### 1) EXTRA ASSISTANCE DURING TRAVEL COVER

In case of a Claim, you must call the Organisational Structure at the numbers immediately:

**(+39) 02-58.28.65.32 valid for calls from Italy  
800-993063 valid for calls from Italy and abroad**

If you cannot call the Organizational Structure immediately because you do not have the possibility, you must call as soon as possible **and always before taking any personal initiative.**

**If you do not telephone the Organisational Structure, Europ Assistance may decide not to provide you with Assistance Services.**

**In this case, Art. 1915 of the Italian Civil Code applies.**

### 2) EXTRA MEDICAL EXPENSES COVER

In case of a Claim, you must call the Organisational Structure immediately, at: +39 02-58.28.65.32 from Italy or abroad, you must make a report **no more than sixty days after the claim occurred.**

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.
- report on examinations for positivity for COVID-19

### 3) TRAVEL EXTENSION COVER

Make a claim report **within sixty days of when the claim took place.**

You must send the following documentation:

- documentation proving the duration of the extension of your travel
- any invoices received from the hotel/lease proving the greater expenses incurred for the extension of your travel
- declaration by the airport attesting that it is impossible to leave.

### B) INDEMNITY COVER FOR HOSPITALISATION

Make a claim report **within sixty days of when the claim took place.**

You must send the following documentation:

- certificate of discharge from the Hospital in which you were hospitalised for COVID-19, stating the reason and duration of hospitalisation.

### C) TRAVEL QUOTA REIMBURSEMENT COVER

Make a claim report **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;

### 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.

**This is established by the Italian Civil Code under Art. 1915.**

**Art. 1915 of the Italian Civil Code:** this article explains what happens to the insured party if he/she does not report the claim to his/her insurer in the time in which he/she requested it.

The insurer shall indemnify the insured party against the damage suffered by the insured party.

If the insured party deliberately acts in such a way as to cause or aggravate the damage, the insurer may not pay for it.

If the insured party involuntarily causes or aggravates the loss, the insurer may pay less.



## Art. 18. - CRITERIA FOR LIQUIDATION OF 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.**

### C) 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 Party in the event of a Claim".**

### D) 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 services on the ground, 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.**

## GLOSSARY

**Insured Party:** the natural person, to whom we address by giving the you, who has purchased a package tourism at the Contractor and signed the policy in Italy or through the Italian website of the Contractor. The name must be reported on the Application Form.

**Assistance:** timely assistance in kind supplied to you when you are in difficulty following a Claim.

**Ticket/Travel Ticket:** first class railway ticket or tourist class plane ticket.

**Insurance conditions:** clauses of the Policy that contain: the General Insurance Conditions for the Insured Party, a description of the Cover, exclusions and limitations of Cover and the obligations of the Insured Party and Europ Assistance.

**Contracting Party:** Emma Villas S.r.l., the company operating as Tour Operator with registered office and tax residence in Italy, the Republic of San Marino, and the Vatican City State and which stipulates the policy in favour of third parties and pays the related charges.

**Travel Companion:** person insured and taking part in the travel together with and at the same time as you.

**COVID-19:** acronym for Corona Virus Disease 19, the new Coronavirus.

**Domicile:** the place in which the natural person has established their main place of business and business.

**Europ Assistance:** the Insurance Company with its registered office, management and offices at Piazza Trento, 8 – 20135 Milan – Certified e-mail address (PEC): [EuropAssistanceItaliaSpA@pec.europassistance.it](mailto:EuropAssistanceItaliaSpA@pec.europassistance.it) – Company authorised to provide insurance by Decree no. 19569 issued by the Ministry for Industry, Trade and Crafts on 02 June 1993 (Official Journal no. 152 of 1 July 1993) – registered in section I of the Official Roll of Insurance and Reinsurance Businesses under no. 1.00108 – Company belonging to the Generali Group, registered with the Official Roll of Insurance Groups – Company subject to the management and coordination of Assicurazioni Generali S.p.A.

**Event:** the damaging event that gives rise to one or more claims.

**Family member:** the spouse, live-in companion more uxorio, children, parents, siblings, sons/daughters-in-law, grandparents, grandchildren, nieces, nephews, mothers/fathers-in-law, brothers/sisters-in-law and all others living with the insured party as long as such is proven by a valid personal data certificate.

**Cover:** insurance cover not included in the definition of "Assistance" for which Europ Assistance proceeds directly to refund the damage suffered by you, as long as the related premium has been regularly paid.

**Indemnity:** the amount due by Europ Assistance in the event of a claim.

**Healthcare Institute:** the public hospital, clinic or care home, whether in an agreement with the National Health Service or private, duly authorised to provide medical surgical assistance. **Thermal spa facilities, convalescence and residential care facilities and dietary and beauty clinics are excluded.**

**IVASS:** the Institute for the Supervision of Insurance, the new name for what was previously "ISVAP", applicable from 1 January 2013;

**Illness:** a change in health not caused by an injury.

**Maximum Cover/Amount Insured:** the maximum amount, established in the Policy, for which Europ Assistance undertakes to provide the Cover and/or Assistance in your favour, for one or more claims made during travel.

**Acceptance Form:** the document signed by the Insured Party that contains the Insured Party's personal details, the amount of the premium due from the Insured Party and the term of the Policy.

**Policy:** the contract between Europ Assistance and the Contracting Party whereby the Contracting Party undertakes to pay Europ Assistance a premium, which undertakes to compensate any damages indicated in the contract. The Policy consists of the General Policy Conditions for the Contracting Party and of the Insurance Conditions.

**Premium:** the amount due by the Contracting Party to Europ Assistance according to the Policy.

**Residence:** the place in which the natural person has his/her habitual place of residence.

**Hospitalisation:** an overnight stay in a Healthcare Institute.

**Risk:** the probability that the event covered, namely the claim, will occur.

the damaging event for which the service/insurance guarantee is recognised.

**(Percentage) Excess:** the part of the amount of the damages, declared as a percentage, which remains at your expense, with a minimum charge that is expressed as an absolute value.

**Travel:** trip for tourism.

In the event of travel by aeroplane, train, coach or ship, reference is made to the journey from the station of departure (airport, port or road/rail/tram station) to that of arrival. If travelling by car or any other means apart from ship, aeroplane or coach, reference is made to any location more than 50 km from the place of residence in Italy of the Insured Party. The mileage excess does not apply to *Vehicle Assistance* only.

## HOW TO TELEPHONE EUROP ASSISTANCE

In order to receive Assistance Services, or in the case of Medical Expenses Cover, call the Europ Assistance Organisational Structure, which operates 24 hours a day. The Organisational Structure will give you full information to intervene or inform you of the most appropriate procedures by which to solve any problem in the best possible way, as well as to authorise any expenses.

**IMPORTANT: do not take any initiative without first having called the Organisational Structure at:**

**02.58.28.65.32**

You will need to provide the following information:

- Type of service requested;
- name and surname;
- supply code;
- address of the place where you are;
- telephone number.

If you cannot telephone the Organisational Structure, you can send a fax to 02.58477201.

**Europ Assistance must process your data in order to provide the guarantees provided for in the Insurance Conditions and therefore requires your consent, as stated in the EU Regulation 2016/679 on the protection of personal data. You freely give your consent to the processing of personal data by telephoning or writing or having Europ Assistance telephone or write to you. When necessary, your consent may also cover the use of data relating to your state of health or criminal offences and convictions, as indicated in the Privacy Policy on the processing of data that you have received.**

## COMPLAINTS

Any complaints concerning the contract or claims management must be submitted in writing to: Europ Assistance Italia S.p.A. – Ufficio Reclami (Complaints Office) – Piazza Trento 8, 20135 Milan; fax: 02.58.47.71.28 – certified e-mail: [reclami@pec.europassistance.it](mailto:reclami@pec.europassistance.it) - e-mail: [ufficio.reclami@europassistance.it](mailto:ufficio.reclami@europassistance.it). If you are not satisfied with the outcome of the complaint or if you have not received an answer within the maximum terms of forty-five days, you may contact IVASS (the Italian Institute for the Supervision of Insurance) - Servizio Tutela del Consumatore (Consumer Protection Service) - via del Quirinale, 21 - 00187 Rome, fax: 06.42.13.32.06, certified e-mail: [ivass@pec.ivass.it](mailto:ivass@pec.ivass.it), attaching the documentation relative to the complaint processed by Europ Assistance to your request. In these cases, and for claims relating to compliance with sector-specific legislation to be submitted directly to IVASS, the complaint must specify:

- first name, surname and domicile of the complainant, with telephone number if available;
- identification of the subject(s) whose conduct is being complained of;
- a brief but complete description of the reason for the complaint;
- a copy of the complaint made to Europ Assistance Italia and any reply received from it;
- all the documents useful to providing a more complete description of the related circumstances.

The form for submitting the claim to IVASS can be downloaded from the website [www.ivass.it](http://www.ivass.it).

Before involving the Legal Authorities, alternative systems may be used to settle the dispute, as envisaged by law or convention.

- **Mediation:** contact a mediation organisation from those featured on the list of the Ministry of Justice, available for consultation on the website [www.giustizia.it](http://www.giustizia.it) (Italian Law no. 98 of 9/8/2013);
- **Assisted negotiation:** through a request made by your lawyer to Europ Assistance Italia S.p.A.

### **Insurance disputes on the determination and estimate of damage in the scope of policies covering the risk of damage (where envisaged by the Insurance Conditions).**

In the event of disputes relating to the determination and estimate of the damage, a contractual appraisal is required to resolve this type of disputes if provided for by the Insurance Conditions. The request to begin the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri [Claims Settlement Office] – Piazza Trento, 8 – 20135 Milan, by means of letter sent recorded delivery with advice of receipt or certified e-mail [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it).

If the dispute relates to policies covering the risk of damage for which the contractual appraisal has already been completed or if the dispute does not relate to the determination and estimate of the damage, the law establishes compulsory mediation as a condition for admissibility, with the right to opt for assisted negotiation first.

### **Insurance disputes on medical matters (where envisaged by the Insurance Conditions).**

In the event of disputes relating to medical issues in connection with accident or illness policies, arbitration must be performed to settle such disputes, in accordance with the Insurance Conditions. The request to begin the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri [Claims Settlement Office] – Piazza Trento, 8 – 20135 Milan, by means of letter sent recorded delivery with advice of receipt or certified e-mail [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it). The arbitration will be held at the site of the Forensic Medicine Institute nearest to your place of residence.

If the dispute relates to policies covering accident or illness for which arbitration has already been attempted or if the dispute does not relate to medical matters, the law establishes compulsory mediation as a condition for admissibility, with the right to opt for assisted negotiation first. The foregoing is without prejudice to the right to seek remedy in court.

To settle cross-border disputes, a complaint can be submitted to the IVASS or to the competent foreign system activated using the FIN-NET procedure (by accessing the website: [http://ec.europa.eu/internal\\_market/finnet/index\\_en.htm](http://ec.europa.eu/internal_market/finnet/index_en.htm)).

## Europ Assistance Italia S.p.A.

Sede sociale, Direzione e Uffici: Piazza Trento, 8 - 20135 Milano - Tel. 02.58.38.41 - [www.europassistance.it](http://www.europassistance.it)  
Indirizzo posta elettronica certificata (PEC): [EuropAssistanceItaliaSpA@pec.europassistance.it](mailto:EuropAssistanceItaliaSpA@pec.europassistance.it)  
Capitale Sociale Euro 12.000.000,00 i.v. - Rea 754519 - Partita IVA 01333550323 - Reg. Imp. Milano e C.F.: 80039790151  
Impresa autorizzata all'esercizio delle assicurazioni, con decreto del Ministero dell'Industria, del Commercio e dell'Artigianato n. 19569 del 2/6/93 (Gazzetta Ufficiale del 1/7/93 N. 152) - Iscritta alla sezione I dell'Albo delle Imprese di assicurazione e riassicurazione al n. 1.00108 - Società appartenente al Gruppo Generali, iscritto all'Albo dei Gruppi assicurativi - Società soggetta alla direzione e al coordinamento di Assicurazioni Generali S.p.A.

[www.europassistance.it](http://www.europassistance.it)





## DATA PROCESSING DISCLOSURE

### WHAT IS PERSONAL DATA AND HOW IS IT USED BY EUROP ASSISTANCE ITALIA S.P.A?

#### Disclosure on the processing of personal data for insurance purposes

(in accordance with Articles 13 and 14 of the European Personal Data Protection Regulation)

**Personal data** is information about a person which enables said person to be distinguished from others. Personal data includes, for example, name and surname, ID card or passport number, information on health, like illnesses or injuries and information about offences and criminal sentences.

There are rules [1] that govern Personal Data to protect it from incorrect use. Europ Assistance Italia complies with these rules and also wishes to inform you of what it does with your Personal Data for this reason[2].

If the information given in this Disclosure should not suffice or if you wish to exercise a right envisaged by the legislation, you can write to the **Data Protection Officer** c/o Europ Assistance Italia - Ufficio Protezione Dati (Data Protection Office) - Piazza Trento 8 - 20135 Milan or e-mail [UfficioProtezioneDati@europassistance.it](mailto:UfficioProtezioneDati@europassistance.it).

#### Why does Europ Assistance Italia use your Personal Data and what happens if you do not supply it or do not authorise its use?

Europ Assistance Italia uses your Personal Data, if necessary including that relating to your health or offences and criminal sentences, for the following *insurance purposes*:

- to carry out the activities envisaged by the Insurance Conditions, i.e. supplying the COVER; to carry out the insurance business, i.e. for example to propose and manage the policy, collect premiums, reinsurance, controls and statistics; your common Data, which may also relate to your position if the COVER involve geolocation, is processed to comply with the contract; in order to process, where necessary, your Data relating to your health or offences or criminal sentences, you will need to give consent;
- to carry out the insurance business, to prevent and identify fraud, to take any legal action and inform the Authorities of possible crimes, to collect debt, to make infra-group communications, to protect the security of buildings and computer instruments; your Data, including that relating to your health or offences or criminal sentences for which you have given consent, is processed for legitimate interests of the company and third parties;
- to carry out the activities envisaged by the law, such as, for example, the storage of Insurance Conditions and claim documents; to answer requests made by the authorities, such as, for example, the Carabinieri police force, the Insurance Supervisory Institution (IVASS); your Data, including that relating to your health or offences or criminal sentences, shall be processed to comply with the law or regulations.

If you do not supply your Personal Data and/or do not consent to its use, Europ Assistance Italia will be unable to carry out the activities for *insurance purposes* and, therefore, will also be unable to provide the COVER.

#### How does Europ Assistance Italia use your personal data and to whom does it disclose it?

Through its employees, collaborators and external subjects/companies [3], Europ Assistance Italia uses the Personal Data it has obtained from you or other people (such as, for example from the policyholder, a relative of yours or your attending physician, a travel companion or a supplier) both on paper and computer or app.

For *insurance purposes*, Europ Assistance Italia may disclose your Personal Data, if necessary, to private and public subjects operating in the insurance sector and other subjects carrying out technical, organisational and operative tasks[4].

According to the activities to carry out, Europ Assistance Italia may use your Personal Data in Italy and abroad and may also disclose it to subjects based in States outside the European Union and which may not guarantee a suitable level of protection according to the European Commission. In these cases, the transfer of your Personal Data to subjects outside the European Union will take place with the suitable and appropriate guarantees according to applicable law. You are entitled to obtain information and, if appropriate, a copy of the guarantees given in transferring your Personal Data outside the European Union, by contacting the Data Protection Office.

Europ Assistance Italia shall not make your Personal Data accessible to the public.

#### For how long will Europ Assistance Italia keep your Personal Data?

Europ Assistance Italia keeps your Personal Data for as long as necessary to the management of the above purposes, in accordance with the provisions of legislation or, if lacking, for the length of times specified below.

- The Personal Data contained in insurance contracts, insurance treaties and co-insurance contracts, claim and dispute files, is kept for 10 years from the last registration in accordance with the provisions of the Italian Civil Code, or for another 5 years, in accordance with regulatory provisions on insurance.
- The common Personal Data collected on this occasion (for example stipulation of a policy, request for a quotation, etc.) accompanied by consent/refusal of consent for commercial promotions and profiling, is kept without a firm deadline, as is evidence of the related changes made by you over time to the consent/refusal. You retain the right to object at any time to said processing and to request that your data be erased if there are no contractual or regulatory conditions that envisage its storage.
- The Personal Data collected following the exercise of the rights of the data subject is kept for 10 years from the last registration in accordance with the provisions of the Italian Civil Code.
- The Personal Data of subjects who have defrauded or attempted fraud, is kept for even longer than 10 years.

In general, for all the aspects not specified herein, storage terms are ten years, as per Art. 2220 of the Italian Civil Code or other specific terms envisaged by current legislation.

#### What are your rights in protection of your personal data?

In connection with the processing of your Personal Data, you have the following rights: access, rectification, cancellation, limitation, portability, revocation, opposition, which you can enforce in the ways specified in the paragraph below "How can you exercise your rights in protection of your personal data?". You have the right to submit a complaint to the Italian

Data Protection Authority; more information is available from the website [www.garanteprivacy.it](http://www.garanteprivacy.it).

#### How can you exercise your rights in protection of your personal data?

- To find out what Personal Data of yours is used by Europ Assistance Italia (right of access);
- to ask for correction (updates, changes) or, if possible, erasure, restriction and to exercise the right of portability of your Personal Data processed by Europ Assistance Italia;
- to object to the processing of your personal data based on the legitimate interest of the controller or a third party unless the controller or third party can show that said legitimate interests prevail over your own or that said processing is necessary to ascertain, exercise or defend a right in a court of law; to object to the processing of your personal data for direct marketing purposes

you may write to:

Ufficio Protezione Dati (Data Protection Office) - Europ Assistance Italia SpA - Piazza Trento, 8 - 20135 Milan,  
or by e-mail: [UfficioProtezioneDati@europassistance.it](mailto:UfficioProtezioneDati@europassistance.it)

#### Changes and updates to the disclosure

Also in view of future changes that may be made to applicable privacy legislation, Europ Assistance Italia may supplement and/or update all or part of this Disclosure. It is agreed that any change, supplement or update will be disclosed in compliance with current legislation, also by means of publication on the website [www.europassistance.it](http://www.europassistance.it), where more information is available on the personal data protection policies adopted by Europ Assistance Italia.

[1] The European Personal Data Processing Regulation EU 2016/679 (hereinafter referred to as the "Privacy Regulation") and primary and secondary Italian legislation

[2] Europ Assistance Italia operates as Data Controller in accordance with the provisions of the Privacy Regulation

[3] These subjects, in accordance with the Privacy Regulation, are designated as Processors and/or authorised processors or operate as autonomous Controllers or Joint Controllers and shall carry out technical, organisational and operative tasks. These include, for example: agents, sub-agents and other agency associates, producers, insurance brokers, banks, investment management companies and other acquisition channels; insurers, co-insurers and re-insurers, pension funds, actuaries, trusted lawyers and physicians, technical consultants, roadside assistance, surveyors, auto servicing garages, vehicle demolition centres, healthcare facilities, claim settlement companies and other service providers, Generali Group companies and other companies providing contract management and other services, IT, web-based, financial, administrative, filing, correspondence, auditing and accounting certification services, as well as companies specialized in market and service quality surveys.

[4] To the Policyholder, other branches of Europ Assistance, companies of the Generali Group and other subjects, such as, for example insurance intermediaries (agents, brokers, sub-agents, banks); co-insurance and reinsurance companies; lawyers, doctors, consultants and other professionals; suppliers such as vehicle bodywork workshops, rescuers, demolishers, healthcare facilities, companies handling claims, other companies supplying IT, telematic, financial, administrative, archiving, mailing and profiling services and those recording customer satisfaction levels.