

Full pre-contractual and contractual information on the product is provided in other documents.

## What kind of insurance is it?

You are covered for any damage you cause to the property during a short-term rental for tourist purposes.



### What is insured?

#### ✓ EASY RENT COVER

If you cause accidental damage to property during the period of your stay, Europ Assistance shall compensate you for the costs incurred by the owner in replacing or repairing the damaged property.

The compensation shall be up to a maximum value of Euro 1,500.00 and subject to the deductibles stipulated in the Limitations section.

#### Please Note!

Before leaving the property, you should make arrangements with the owner or their agent to check that the condition of the property is unchanged from what was confirmed at check-in and sign the relevant form indicating any damage you have caused.



### What is not insured?

- \* Excluded are any claims caused by and dependent on the following:
  - malicious intent;
  - non-compliance with the rules set out in the rental agreement signed with the Policyholder;
  - rain, hail, wind, floods, volcanic eruptions, earthquakes, tidal waves, flooding caused by events other than those covered, seawater penetration, landslides and mudslides, with the exception of mobile outdoor facilities placed at the renter's disposal;
  - electrical phenomena;
  - war, invasion, military occupation, insurrection, revolution, confiscation or requisition, strikes, riots or popular movements, looting, acts of terrorism and vandalism;
  - transmutation of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles.
  - frost, moisture, dripping, lack of or inadequate maintenance, fire, explosion and bursting;
  - theft;
  - wear and tear;
  - breakage of or damage to collections and works of art in general;
  - breakage or damage to everyday crockery;
  - defects for which the manufacturer or supplier is liable by law or contract;
  - loss of or damage to furniture not belonging to the owner;
  - damage caused by driving motor vehicles.
- The following are also excluded:
  - rentals not for tourism;
  - cleaning expenses;
  - claims occurring on premises used for office, commercial and industrial activities.



### Are there any limits on cover?

#### ! International Sanctions (valid for all Cover)

"International Sanctions" means the set of national and international provisions governing embargoes, sanctioned individuals and entities, terrorist financing and trade restrictions adopted by: (i) the United Nations; (ii) the European Union; (iii) the United States of America, primarily through the Office of Foreign Assets Control of the United States Department of the Treasury; (iv) United Kingdom and (v) national jurisdictions governing these Terms and Conditions of Insurance.

Europ Assistance Italia S.p.A. is not obliged to provide any insurance coverage, nor to settle claims, nor to provide any benefits or services described in the Terms and Conditions of Insurance if this would expose it to any sanction, prohibition or restriction pursuant to United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, the United States of America, the United Kingdom or applicable national jurisdictions governing these Terms and Conditions of Insurance. This clause will prevail over any clause to the contrary contained in these Terms and Conditions of Insurance.

For further details you can visit:

<https://www.europassistance.it/contenuti-utili/international-regulatory-information-links>

Insurance cover is not available in the following countries: Syria, North Korea, Iran, Belarus, Russia and the following regions: Crimea, Donetsk, Lugansk, Zaporizhzhia, Kherson.

Please Note!

If you are a “United States Person” and you are in Cuba or Venezuela, in order to receive the assistance, indemnities/compensation provided for in the Policy, you must demonstrate to Europ Assistance Italia S.p.A. that you are in Cuba or Venezuela in compliance with US laws.

Without authorisation for your stay in Cuba or Venezuela, Europ Assistance Italia S.p.A. cannot provide assistance, and will not be able to award you any indemnities/compensation.

**! Travel Limitations**

You are not covered if you travel to a country, region or geographical area which the competent government authority in your country of residence or in the country of destination or host country has advised you not to travel to, or otherwise reside in, even temporarily.



### Where does the cover apply?

- ✓ The Cover is valid throughout Italy, the Republic of San Marino and the Vatican City.



### What are my obligations?

**When you sign the contract:** you have the obligation to make true, accurate and complete declarations.

Untrue, inaccurate or unreported declarations may lead to the total or partial loss of the right to compensation, as well as the termination of the insurance pursuant to Articles 1892, 1893, 1894 of the Italian Civil Code.

**During the contract:** you are obliged to notify any changes that lead to an aggravation of the risk. Failure to provide information may result in the total or partial loss of the right to compensation, as well as the termination of the insurance pursuant to Article 1898 of the Italian Civil Code.

**In case of an Event:** In the event of a claim: you have the obligation to notify Europ Assistance Italia S.p.A. in writing of the existence of other insurance policies that you have signed with the same characteristics as this one (Article 1910 of the Italian Civil Code) and to comply with the deadlines for reporting the claim.



### When and how do I pay?

The premium, including taxes, is an integral part of the cost of the stay and is paid together with it.



### When does cover begin and when does it end?

The Cover shall run from the time of commencement of the stay (check-in at the rented property by the Renter) and shall end at the time of the end of the stay (check-out from the rented property by the Renter).

The stay may not exceed 60 consecutive days.



### How can I cancel the policy?

The policy does not provide for the possibility of cancellation.

# Non-Life Insurance to cover risks during the trip

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

Company: Europ Assistance Italia S.p.A.

Product: "Zero Dep - Form 24114"

Date of issue of the additional non-life IPID: 01.06.2024



This document contains additional and complementary information to that contained in the Pre-contractual Information Document for Non-Life Insurance Products (Non-Life IPID), in order to help the potential policyholder/insured person to understand in more detail the characteristics of the product, the contractual obligations and the company's financial situation.

## The policyholder/insured person must read the terms of insurance before signing the contract.

Europ Assistance Italia S.p.A., Via del Mulino n. 4 – 20057 Assago (MI)- tel. 02.58.38.41 - [www.europassistance.it](http://www.europassistance.it) – e-mail: [servizio.clienti@europassistance.it](mailto:servizio.clienti@europassistance.it) - certified email address: [EuropAssistanceItaliaSpA@pec.europassistance.it](mailto:EuropAssistanceItaliaSpA@pec.europassistance.it).

Registered in Section I of the Register of Insurance and Reinsurance Companies under No. 1.00108 - Company belonging to the Generali Group, registered in the Register of Insurance Groups - Single-member company subject to the management and coordination of Assicurazioni Generali S.p.A. Its shareholders' equity amounts to Euro 96,367,818, of which the part relating to share capital amounts to Euro 12,000,000 and the part relating to total equity reserves amounts to Euro 84,367,818.

The solvency ratio for the non-life business is 142.5%. This index represents the ratio between the amount of own funds covering the Solvency Capital Requirement of Euro 114,901,829 and the amount of the Solvency Capital Requirement required by current regulations of Euro 80,636,515. The minimum capital requirement is equal to Euro 36,286,432.

The above figures refer to the latest approved financial statements and to the financial situation at 31/12/2023.

Subsequent updates on the financial situation will be made available at <https://www.europassistance.it/azienda/bilancio>.

The contract shall be governed by Italian law



## What is insured?

No information in addition to the information given in the Non-Life IPID



## What is NOT insured?

No information in addition to the information given in the Non-Life IPID



## Are there any limits on cover?

<b>Easy Rent Cover</b> (mandatory)	! DEDUCTIBLE Europ Assistance shall proceed with compensation by applying a fixed deductible of €50.00.
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## Where does the cover apply?

No information in addition to the information given in the Non-Life IPID



## What are my obligations? What obligations does the company have?

<b>What do I have to do in case of an event?</b>	<b>Reporting a claim:</b>	<b>Easy Rent Cover</b> (mandatory) In the event of a claim, the owner shall within five days of the Policyholder leaving the property: - send a claim to Europ Assistance Italia S.p.A. - Via del Mulino no. 4 - 20057 Assago (MI) - On the envelope write "Claims Management"; or - access the portal <a href="https://sinistrionline.europassistance.it">https://sinistrionline.europassistance.it</a> or the website <a href="http://www.europassistance.it">www.europassistance.it</a> in the CLAIMS-Household Damage section and follow the instructions. You must send Europ Assistance all documentation required under the policy.
	<b>Direct assistance/assistance under special arrangements:</b>	<b>Easy Rent Cover</b> (mandatory)

		No services are provided directly to you by organisations or facilities that have special arrangements with Europ Assistance other than those indicated in the Medical Expense Reimbursement Cover.
	<b>Management by other companies:</b>	No management by other companies.
	<b>Time limitation:</b>	<b>Easy Rent Cover</b> (mandatory) Rights arising under the contract shall be time-barred within two years from the day on which the event the right is based on occurred. In the event of a claim, you are obliged to interrupt the limitation period in writing.
<b>Incorrect or reticent declarations</b>	No information in addition to the information given in the Non-Life IPID.	
<b>Obligations of the company</b>	<b>Easy Rent Cover</b> (mandatory) After receiving the necessary documentation, checking the effectiveness of cover and carrying out necessary checks, Europ Assistance will determine the compensation due, notify the parties concerned and arrange for payment within 20 days from the notification.	



### When and how do I pay?

<b>Premium</b>	Accepted means of payment are: <ul style="list-style-type: none"> <li>- bank cheques or drafts with a non-transferable clause made payable to Europ Assistance Italia S.p.A. (except if the policy is purchased remotely),</li> <li>- sums credited directly to current bank and postal accounts in the name of Europ Assistance Italia S.p.A. by bank transfer, bank pay-in slip, POS system. If permitted by the intermediary, payment by credit card is also allowed.</li> </ul> Payments made in cash are only permitted if the amount of the annual premium (even if in separate instalments) does not exceed Euro 750.00 (except if the policy is purchased remotely).
<b>Reimbursement</b>	Reimbursement does not apply.



### When does cover begin and when does it end?

<b>Duration</b>	No information in addition to the information given in the Non-Life IPID.
<b>Suspension</b>	There is no possibility of suspending cover.



### How can I cancel the policy?

<b>Reconsideration after entering into the contract</b>	Reconsideration after entering into the contract does not apply.
<b>Termination</b>	There are no cases in which you are entitled to terminate the contract other than those that may be indicated in the section "When and how do I have to pay? - Reimbursement".



### Who is this product for?

The product is suitable for protection against accidental damage caused to property during your stay
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### What costs do I pay?

<b>intermediation costs:</b> the average fee received by the intermediary(ies) is: 30,00%.
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### HOW CAN I MAKE COMPLAINTS AND RESOLVE DISPUTES?

<b>You can send complaints to the insurance company</b>	You can also send complaints about the contract or management of claims in writing to Europ Assistance Italia S.p.A. - c.a. Ufficio Reclami: <ul style="list-style-type: none"> <li>• post: Via del Mulino no. 4 - 20057 Assago (MI);</li> <li>• fax: 02.58.47.71.28</li> <li>• by certified email: <a href="mailto:reclami@pec.europassistance.it">reclami@pec.europassistance.it</a></li> <li>• Email: <a href="mailto:ufficio.reclami@europassistance.it">ufficio.reclami@europassistance.it</a>.</li> </ul>
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	Europ Assistance Italia S.p.A. will reply to your complaint within 45 days of receipt, as provided for by law.
<b>to IVASS</b>	<p>If you are not satisfied with the outcome of your complaint, or if you have not received a reply from Europ Assistance Italia S.p.A. within the deadline of forty-five days, you may contact IVASS (Istituto per la vigilanza sulle assicurazioni) - Servizio Tutela del Consumatore - Via del Quirinale, 21 - 00187 Rome, fax 06/42.13.32.06, certified email: <a href="mailto:ivass@pec.ivass.it">ivass@pec.ivass.it</a>, attaching documentation relating to your complaint processed by Europ Assistance to your request.</p> <p>In the complaint you must:</p> <ul style="list-style-type: none"> <li>• indicate the name, surname and address of the party making the complaint, and a telephone number as applicable;</li> <li>• indicate the person or subjects the complaint refers to;</li> <li>• briefly describe in full the grounds of the complaint;</li> <li>• include a copy of the complaint submitted to the insurance company and any reply from it;</li> <li>• all documents useful to describe the relevant circumstances in more detail.</li> </ul> <p>You can find the complaint form on the IVASS website at <a href="http://www.ivass.it">www.ivass.it</a>.</p>
<b>BEFORE TAKING LEGAL ACTION</b> , alternative dispute resolution systems can be used, such as:	
<b>Mediation</b>	By contacting a Mediation Body from those listed by the Ministry of Justice, at <a href="http://www.giustizia.it">www.giustizia.it</a> (Law 98 of 9 August 2013).
<b>Assisted negotiation</b>	Sending a request to Europ Assistance Italia S.p.A. via your lawyer.
<b>Other alternative dispute resolution systems</b>	<p><b>Insurance disputes on the determination and estimation of damages under policies against the risk of harm (where contemplated in the Terms and Conditions of Insurance).</b></p> <p>In the event of a dispute regarding the determination and estimation of harm, an appraisal of the contract is necessary where contemplated by the terms of the policy, in order to solve the dispute. The request to have the contract appraised or to refer to arbitration should be sent to: Claims Settlement Office (Ufficio Liquidazione Sinistri) – Via del Mulino no. 4 - 20057 Assago (MI), by registered letter with return receipt or by certified e-mail to <a href="mailto:sinistri@pec.europassistance.it">sinistri@pec.europassistance.it</a>.</p> <p>In the case of disputes regarding policies against the risk of harm in which the contract has already been appraised, or not regarding the determination and estimation of damages, the law provides for compulsory mediation, which is a condition for proceeding, with the option of prior assisted negotiation.</p> <p><b>Insurance disputes on medical matters (where contemplated in the Terms and Conditions of Insurance).</b></p> <p>In the event of disputes relating to medical matters under accident or health policies, arbitration must be used where contemplated in the terms of the policy, to solve the dispute. The request to have the contract appraised or to refer to arbitration should be sent to: Claims Settlement Office (Ufficio Liquidazione Sinistri) – Via del Mulino no. 4 - 20057 Assago (MI), by registered letter with return receipt or by certified e-mail to <a href="mailto:sinistri@pec.europassistance.it">sinistri@pec.europassistance.it</a>.</p> <p>In the case of disputes regarding accident or health policies in which arbitration has already taken place or not regarding medical matters, the law provides for compulsory mediation, which is a condition for proceeding, with the option of prior assisted negotiation.</p> <p>The foregoing is without prejudice to the right to take legal action.</p> <p><b>For the resolution of cross-border disputes, you can submit a complaint to IVASS or activate the competent foreign system through the FIN-NET procedure (at <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>

**THE COMPANY DOES NOT HAVE A HOME INSURANCE AREA ON THE WEB FOR THE POLICYHOLDER/INSURED FOR THIS CONTRACT (HOME INSURANCE), SO AFTER SIGNING THE CONTRACT YOU CANNOT CONSULT THIS AREA, NOR USE IT FOR THE ONLINE MANAGEMENT OF THE CONTRACT.**

## EMMA VILLAS - 41964Q”



Europ Assistance Italia S.P.A.



Europ Assistance Italia S.p.A. headquartered in Assago (Mi), Via Del Mulino no. 4 – Licensed to pursue the insurance business by a Decree of the Ministry for Industry, Trade and Commerce no. 19569 of 2 June 1993 (Official Gazette no. 1° July 1993 no 152) – and Commerce no. 19569 of 2 June 1993 (Official Gazette no. 152 of 1 July 1993) – Listed in Section I of the Register of Insurers and Reinsurers at no. 1.00108 – Member of the Generali Group, listed on the Register of Insurance Groups – Single-member Company subject to direction and coordination by Assicurazioni Generali S.p.A.

(hereinafter – Europ Assistance)

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Policyholder: Emma Villas S.p.A. headquartered in Roma, via Duccio di Buoninsegna 22– VAT Reg. no. 01188760522

(hereinafter – the Policyholder)

in favour of customers of the Policyholder (hereinafter called the “Insured”) meaning the Insured pursuant to Article 1891 of the Italian Civil Code



Edition dated 01.06.2024

Card n° EMZO + Nr Booking

## INSURANCE CONDITIONS FORM Mod. 24114

### THE INSURANCE IN GENERAL

#### Article 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 2. - LAW GOVERNING THE POLICY AND JURISDICTION

The Insurance Conditions are regulated by Italian law.

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

#### Article 3. - TIME LIMITS

**All 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.**

#### Article 4. - PAYMENT CURRENCY

In Italy, you receive the Compensation in Euro. If you claim Compensation for expenses incurred in countries that are not members of the European Union or members of the European Union but 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 compensation on the basis of the Euro exchange rate in relation to the currency of the country in which you incurred the expenses on the day of issue of the invoice.

#### Article 5. - PROFESSIONAL SECRECY

You must release from professional secrecy with regards to Europ Assistance, all doctors needing to examine your state of health.

#### Article 6. - PERSONAL DATA PROCESSING

**Europ Assistance may become aware of and use the personal data of other people when providing you with the Cover. You must make these individuals aware of the Information on data processing for insurance purposes of Europ Assistance”.**

## INSURANCE CONDITIONS FORM Mod. 24114

### SECTION I – DESCRIPTION OF COVER



#### What is insured?

##### Article 7. - SUBJECT OF THE INSURANCE

###### EASY RENT COVER

If, while renting the property, you cause accidental damage to its goods during the period of your stay, Europ Assistance will compensate the costs that the owner incurs for the replacement or repair of the damaged goods.

Compensation shall be paid up to a maximum value of €1,500.00, subject to the deductible specified in the Limitations section.

###### Please Note!

Before leaving the property it is necessary for you to make arrangements with the owner or his representative to verify that the condition of the property is unchanged compared to what was verified at the time of check-in and sign the relevant form indicating any damage that you have done.



#### Where is the cover valid?

##### Article 8. - TERRITORIAL SCOPE

The Cover is valid throughout Italy, the Republic of San Marino and the Vatican City.



#### When does Cover start and end?

##### Article 9. - START DATE AND TERM

The Cover shall run from the time of commencement of the stay (check-in at the rented property by the Renter) and shall end at the time of the end of the stay (check-out from the rented property by the Renter).

The stay may not exceed 60 consecutive days.

### SECTION II - EXCLUSIONS AND LIMITATIONS OF COVER



#### What is not insured?

##### Article 10. - EXCLUSIONS

Excluded are any claims caused by and dependent on the following:

- a. malicious intent;
- b. non-compliance with the rules set out in the rental agreement signed with the Policyholder;
- c. rain, hail, wind, floods, volcanic eruptions, earthquakes, tidal waves, flooding caused by events other than those covered, seawater penetration, landslides and mudslides, except for mobile units placed outdoors made available to the tenant.
- d. electrical phenomena;
- e. war, invasion, military occupation, insurrection, revolution, confiscation or requisition, strikes, riots or popular movements, looting, acts of terrorism and vandalism;
- f. transmutation of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles.
- g. frost, moisture, dripping, lack of or inadequate maintenance, fire, explosion and bursting;
- h. theft;
- i. wear and tear;
- j. breakage of or damage to collections and works of art in general;
- k. breakage or damage to everyday crockery;
- l. defects for which the manufacturer or supplier is liable by law or contract;
- m. loss of or damage to furniture not belonging to the owner;
- n. damage caused by driving motor vehicles.

The following are also excluded:

- o. rentals not for tourism;
- p. cleaning expenses;
- q. claims occurring on premises used for office, commercial and industrial activities.

## INSURANCE CONDITIONS FORM Mod. 24114



Are there limits to cover?

### Article 11. - INTERNATIONAL SANCTIONS

"International Sanctions" means the set of national and international provisions governing embargoes, sanctioned individuals and entities, terrorist financing and trade restrictions adopted by: (i) United Nations; (ii) European Union; (iii) United States of America, primarily through the office of foreign assets control of the United States department of the treasury; (iv) United Kingdom and (v) national jurisdictions governing these conditions of insurance.

Europ Assistance Italia S.p.A. shall not be obliged to provide any insurance cover, nor to settle claims, nor to provide any benefits or services described in the conditions of insurance if this would expose it to any sanction, prohibition or restriction under united nations resolutions or trade or economic sanctions, laws or regulations of the european union, the United States of America, the United Kingdom or applicable national jurisdictions governing these conditions of insurance.

this clause will prevail over any clause to the contrary contained in these terms and conditions of insurance. for further details visit:

<https://www.europassistance.it/contenuti-utili/international-regulatory-information-links>

Insurance cover is not available for the following countries and territories: **Siria, Corea del Nord, Iran, Bielorussia, Russia** and in the following Regions: **Crimea, Donetsk, Lugansk, Zaporizhzhia, Kherson**.

Note

if you are a "united states person" and you are in Cuba or in Venezuela, in order to receive the assistance, indemnities/compensation provided for in the policy, you must demonstrate to Europ Assistance Italia S.p.A. that you are in Cuba or in Venezuela in compliance with us laws.

without authorisation for your stay in Cuba, Europ Assistance Italia s.p.a. cannot provide assistance, and will not be able to award you indemnities/compensation.

### Article 12. - LIMITS TO COVER

#### • LIMITS TO INTERVENTION

**You are not covered if you travel to a country, region or geographical area which the competent government authority in your country of residence or in the country of destination or host country has advised you not to travel to, or otherwise reside in, even temporarily.**

#### • DEDUCTIBLE

Europ Assistance shall proceed with compensation by applying a **fixed deductible of €50.00**.

#### Example of the deductible:

if the agreed deductible is a fixed sum of €50.00:

Damage sustained	€500.00
Deductible	€ 50.00
Compensation	€450.00

## SECTION III - OBLIGATIONS OF THE INSURED PARTY AND OF EUROP ASSISTANCE



What obligations do you have and what obligations does the company have?

### Article 13. - OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

*In the event of a claim, the owner must a report must be made within five days of leaving the property:*

- *by sending a claim to **Europ Assistance Italia S.p.A. - Via del Mulino no. 4 - 20057 Assago (MI) - On the envelope write "Claims Management"**;*

*or*

- *by accessing the portal <https://sinistrionline.europassistance.it> or the website [www.europassistance.it](http://www.europassistance.it) in the CLAIMS-Household Damage section and following the instructions.*

*The complaint must be accompanied by:*

- *e-mail and contact telephone no.;*

- *statement of damage caused;*

- *signed declaration of the lessee indicating any damage caused;*

- *detailed description of the damaged goods (e.g. for electrical and electronic goods: type, make and model) and photographs of them;*



## INSURANCE CONDITIONS FORM Mod. 24114

- a copy of the estimate issued for the repair/replacement of the damaged item;
  - any copy of the invoice/receipt showing the repair/replacement of the damaged goods.
- Europ Assistance, in order to be able to proceed with the settlement of the Claim, may request further documentation, **which must be sent to you.**  
**Europ Assistance may contact you to obtain more details about the dynamics of the claim.**

### FOR THE MANAGEMENT OF CLAIMS REGARDING ALL COVER:

Europ Assistance may ask you for other documents needed to assess the claim.

You are obliged to give them.

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

This is established by Article 1915 of the Italian Civil Code.

**Article 1915 of the Italian Civil Code:** the article explains what happens to the insured if they do not report the claim to their insurer in time. The insurer is required to compensate the insured for an amount equal to the damage sustained by the insured.  
If the insured deliberately behaves in such a way as to cause or aggravate the damage, the insurer may not pay for said.  
If the insured unintentionally causes or aggravates the damage, the insurer may pay less.

### Article 1. - CRITERIA FOR THE SETTLEMENT OF THE LOSS/DAMAGE

#### • PAYMENT OF COMPENSATION

After receiving necessary documentation from you, Europ Assistance will check the Cover is operative and carry out controls, establishing the amount of the reimbursement owing to you and notify you.

**Europ Assistance will pay you within 20 days from this notification.**

**In the event of death before Europ Assistance has paid the reimbursement, your heirs shall be entitled to the payment owed, only if they can prove the existence of the right to the compensation/daily allowance/reimbursement by giving Europ Assistance the documentation required under the article "Obligations of the Insured Person in the event of a Claim".**

#### • PROCEDURE FOR DAMAGE ASSESSMENT

The amount of the damage is estimated by Europ Assistance. In the event of disagreement between the parties, they may each appoint **and pay an appraiser.**

The two appraisers must appoint a third appraiser if they do not agree among themselves or even earlier if one of them so requests. The third appraiser intervenes only in the event of disagreement and decisions on disputed points are taken by majority vote. **The costs of the third appraiser are shared equally with Europ Assistance.**

Each appraiser may be assisted and helped by other persons. These persons may intervene in appraiser operations, but have no deliberative vote.

If the parties do not appoint their own appraiser or if the appraisers do not agree on the appointment of the third party, these appointments, even at the request of one of you, shall be made by the Presiding Judge of the Court in whose jurisdiction the accident occurred.

#### • MANDATE OF APPRAISERS

Appraisers must:

- investigate the circumstances, nature, cause and manner of the accident giving rise to the Claim;
- verify the accuracy of the descriptions and declarations appearing in the documents and report whether there were circumstances at the time of the Claim that had aggravated the risk and had not been communicated, and verify that you have fulfilled your obligations in the event of a Claim;
- verify the existence, quality and quantity of the damaged goods, determining their value at the time of the Claim;
- estimate and settle the damage in accordance with the contractual provisions.

The results of the appraisal operations must be recorded in a special report (with detailed estimates attached) to be drawn up in duplicate, one for each party.

**The results of the assessments referred to in points c) and d) are mandatory for both you and Europ Assistance. Except in the case of fraud, error, violence or breach of contractual agreements, both you and Europ Assistance hereby waive any and all claims for damages, without prejudice to any and all actions and objections relating to the indemnity of damages.**

The joint report is valid even if one appraiser refuses to sign it; this refusal must be attested by the other appraisers in the final report.

Appraisers are exempted from observing formalities.

#### • VALUE OF INSURED PROPERTY AND DETERMINATION OF LOSS

1. If the **damaged good is not repairable**, and it is **replaced** with another, equal or similar in value, use, quality and purpose, **Europ Assistance shall indemnify the amount of the invoice indicating the expense incurred to replace it.**

With regard to **electrical/electronic goods**, the **value of the invoice indicating the cost of replacement will be recognised only if no more than two years have passed since the date of purchase of the damaged good. If the original purchase invoice for the damaged item is not presented, the damage to the item will be assessed according to the commercial value of the item at the time of the claim.**

2. If the **damaged good is repaired**, Europ Assistance shall indemnify the value indicated on the repair invoice.  
**If the repair of the property has a higher value than the property itself at the time of the claim, Europ Assistance shall indemnify the commercial value of the property at the time of the claim.**

## INSURANCE CONDITIONS FORM Mod. 24114

3. If the **damaged good is not repurchased or repaired, Europ Assistance will compensate the value of the good based on the repair/replacement estimate and the valuation by the appraiser.**

**Compensation shall always be paid up to the limit of indemnity and subject to the deductible.**

### • WILFUL EXAGGERATION OF DAMAGE

**If the amount of the loss or damage is wilfully exaggerated, if items which did not exist at the time of the loss or damage are declared to have been destroyed or lost, if saved items are concealed, stolen or tampered with, if false or fraudulent means or documents are used as justification, if traces, material evidence and residues of the loss or damage are wilfully altered or if the progress of the loss or damage is facilitated, the right to compensation shall be lost.**

### • PAYMENT OF COMPENSATION

Europ Assistance, after receiving the necessary documentation, after verifying the operability of the Cover and after making the necessary verifications, shall establish the Compensation. **Europ Assistance shall pay the compensation due exclusively to the Insured Person within 30 days from the date on which the claim was defined.**

Europ Assistance Italia S.p.A.

Sede sociale, Direzione e uffici: Via del Mulino, 4 - 20057 Assago (MI) - Tel. 02.58.47.1 - www.europassistance.it  
Indirizzo postale elettronico verificato (PEC): [EuropAssistenzaItalia@pec.europassistance.it](mailto:EuropAssistenzaItalia@pec.europassistance.it)  
Capitale Sociale Euro 10.000.000,00 i.v. - Reg. 254519 - Partita IVA 0133503021 - Reg. Imp. Milano e C.F. 8009270095  
Impresa autorizzata all'esercizio delle assicurazioni, con decreto del Ministero dell'Industria, del Commercio e dell'Artigianato n. 9959 del 28/03 (Gazzetta Ufficiale del 17/03/14, 103) - Iscritta alla sezione I dell'Albo delle imprese di assicurazione e riassicurazione al n. 1400001 - Società appartenente al Gruppo Generali, iscritta all'Albo dei Gruppi assicurativi - Società soggetta alla direzione e al coordinamento di Assicurazioni Generali S.p.A.



www.europassistance.it

## COMPLAINTS

Any complaints about the contractual relationship or the management of claims must be sent in writing to: Europ Assistance Italia S.p.A. – Complaints Office – Via del Mulino no. 4 - 20057 Assago (MI), Italy; fax: (+39) 02.58.47.71.28 – certified email: [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 do not receive a reply within 45 days you may contact the Italian insurance regulator IVASS – Consumer Protection Department – Via del Quirinale, 21 - 00187 Rome, Italy, fax: (+39) 06.42.13.32.06, certified email: [ivass@pec.ivass.it](mailto:ivass@pec.ivass.it), sending the relevant documentation with the complaint handled by Europ Assistance. In such cases, and for complaints that relate to compliance with insurance industry regulations, which must be submitted directly to IVASS, your complaint must contain:

- the name, surname and address of the complainant, together with phone number;
- the details of the person(s) the complaint concerns;
- a brief but comprehensive description of the reason for the complaint;
- a copy of the complaint submitted to Europ Assistance Italia and any response received;
- other documents which may be useful in describing the circumstances in detail.

The IVASS complaint form can be downloaded from the web site [www.ivass.it](http://www.ivass.it).

Before taking legal action through the courts, you may use alternative dispute resolution methods as provided for by law or by contract.

- Mediation: you can contact one of the Mediation Bodies listed by the Italian Ministry of Justice on the web site [www.giustizia.it](http://www.giustizia.it) (Law 98 of 9/8/2013);
- Assisted negotiation: by sending a request to Europ Assistance Italia S.p.A., through your lawyer.

Insurance disputes concerning the determination and estimation of damage for policies covering the risk of damage (where provided for in the terms and conditions of insurance).

To resolve disputes about the determination and estimation of the damage, a loss adjuster will be required, where provided for in the Terms and Conditions of Insurance. A request for the commencement of a contractual loss adjustment or arbitration procedure must be sent to: Ufficio Liquidazione Sinistri (Claims Settlement Office) – Via del Mulino no. 4 - 20057 Assago (MI), Italy by registered mail with return receipt or certified e-mail to [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it).

For disputes concerning policies covering the risk of damage in which the contractual loss adjustment procedure has already been completed, or for those that do not concern the determination or estimation of damage, the law requires obligatory mediation before further action, with the right to resort to assisted negotiation.

Disputes in insurance matters relating to medical issues (where provided for in the terms and conditions of insurance).

For disputes that relate to medical issues concerning accident or illness policies, and arbitration procedure will be required, where provided for in the terms and conditions of insurance in order to resolve this type of dispute. A request for the commencement of a contractual loss adjustment or arbitration procedure must be sent to: Ufficio Liquidazione Sinistri (Claims Settlement Office) – Via del Mulino no. 4 - 20057 Assago (MI), Italy by registered mail with return receipt or certified e-mail to [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it). The arbitration procedure will be conducted at the offices of the Legal Medicine Institute closest to your place of residence.

For disputes concerning policies covering the risk of damage in which the contractual loss adjustment procedure has already been completed, or for those that do not concern the determination or estimation of damage, the law requires obligatory mediation before further action, with the right to resort to assisted negotiation.

Your right to take action through the courts remains unaffected.

In order to resolve cross-border disputes, you may submit a complaint to the Italian insurance regulator IVASS, or take action through the relevant system abroad using the FIN-NET procedure (on the web site [http://ec.europa.eu/internal\\_market/finnet/index\\_en.htm](http://ec.europa.eu/internal_market/finnet/index_en.htm)).

## PRIVACY NOTICE

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

Information on data processing for insurance purposes  
(pursuant to Articles 13 and 14 of the European Data Protection Regulation).

**Personal data** is information about a person that enables him or her to be recognised among other people.

Personal data includes, for example, your name and surname, your identity card or passport number, information about your health, such as illness or injury, information about criminal offences and criminal convictions.

There are regulations<sup>[1]</sup> protecting personal data from misuse. Europ Assistance Italia complies with these regulations and, for this reason, wishes to inform you of what it does with your personal data.

If the information in this Notice is not sufficient, or if you wish to exert a legal right, you may write to the Data Protection Officer at Europ Assistance Italia Ufficio Protezione Dati Via del Mulino no. 4 - 20057 Assago (MI) or by email to [UfficioProtezioneDati@euroDassistance.it](mailto:UfficioProtezioneDati@euroDassistance.it)

### Why Europ Assistance Italia uses your personal data and what happens if you do not provide data or do not authorise its use

Europ Assistance Italia uses your personal data, if necessary, including data relating to your health or to criminal offences and criminal convictions, for the following insurance purposes:

- to carry out the activity that is provided for by the Terms and Conditions of Insurance or to provide the SERVICES and COVER; to carry out insurance business, for example proposing and managing the covers, collecting premiums, undertaking reinsurance, control and statistical activities: your common data, which may also concern your location if the COVER requires geolocation, is processed in order to meet contract obligations; to process, where necessary, your health data, you must provide your consent; automated decision-making processes are used in some of the processes of managing SERVICES and COVER<sup>[2]</sup>;
- to carry out insurance business and prevent and detect fraud, take legal action and notify the authorities of possible offences, recover amounts owing, issue intra-group communications, protecting the security of the company's assets: your Data, including data relating to your health, or data relating to criminal offences and convictions for which you have given your consent, is processed in the legitimate interests of the company and third parties;
- to carry out activities required by law, such as the retention of documents relating to the Terms and Conditions of Insurance and claims; to respond to requests from the authorities such as the Carabinieri, the Insurance Regulator, IVASS: your Data, including data relating to your health or to criminal offences and convictions, is processed in order to comply with the law or regulations..

If you do not provide your personal data and/or you do not consent to its use, Europ Assistance Italia will not be able to carry out the activity for insurance purposes and therefore will not be able to provide the PRESTAZIONI and COVER.

### How Europ Assistance Italia uses your personal data and who the data is disclosed to

Europ Assistance Italia, through its employees, staff and external parties/companies<sup>[3]</sup>, uses personal data that it has obtained from you or from other persons (such as, for example, the policyholder, a relative of yours or the doctor who treated you, a travelling companion or a supplier) either on paper or via computer or an app

For insurance purposes, Europ Assistance Italia may disclose your personal data, if necessary, to private and public entities operating in the insurance sector and other entities performing technical, organisational and operational activities<sup>[4]</sup>.

Europ Assistance Italia, depending on the activities it is required to perform, may use your personal data in Italy and abroad, and may also disclose it to entities located in countries outside the European Union that might not guarantee an adequate level of protection according to the European Commission. In such cases, the transfer of your personal data to entities outside the European Union will be subject to appropriate safeguards in accordance with applicable law. You have the right to obtain information and, if appropriate, a copy of the guarantees adopted to transfer your personal data outside the European Union by contacting the Data Protection Office.

Europ Assistance Italia will not make your personal data available to the public.

### How long does Europ Assistance Italia retain your personal data?

Europ Assistance Italia will retain your personal data for as long as is necessary for the management of the above-mentioned purposes in accordance with provisions of the law or, if this is not possible, in accordance with the times indicated below.

- Personal data contained in insurance contracts, insurance treaties and co-insurance contracts, claims and litigation files are retained for 10 years from the last registration in accordance with provisions of the Italian Civil Code or for a further 5 years in accordance with insurance regulations.
- Common personal data collected on any occasion (for example when entering into a policy requesting a quote) accompanied by consent/refusal to consent to sales promotions and probation are retained without expiry, as is evidence of relevant changes you make over time to the consent/refusal.

You have the right to object at any time to such processing and to request the deletion of your data if there are no contractual or legal conditions that require its retention.

- Personal data collected as a result of the exercise of data subjects' rights is retained for 10 years after the last registration in accordance with provisions of the Italian Civil Code
- Personal data of individuals who have committed fraud or attempted to commit fraud is retained for more than 10 years.

In general, for all matters not expressly specified, the ten-year retention period indicated in Article 2220 of the Italian Civil Code or any other specific term provided for by applicable law shall apply.

[1] The Regulation (EU) 2016/679 on processing of personal data (hereinafter the Privacy Regulation) and Italian primary and secondary legislation.

[2] Automated decision-making is defined as a management process that does not require the intervention of an operator: this process has shorter management times. If you would like to request the services of a Claims handler in relation to Benefits, you can call the Operations Centre in relation to Cover, you can write to the Claims Department at the contact address provided on the website [www.europassistance.it](http://www.europassistance.it) and on the Policy.

[3] In accordance with the Privacy Regulation, these subjects are designated as Processors and/or persons authorised to process data, or act as autonomous Controllers or Joint Controllers, and perform tasks of a technical, organisational and operational nature. They are for example: agents, sub-agents and other agency staff, producers, insurance brokers, banks, SIM and other purchase channels; insurers, co-insurers and reinsurers, pension funds, actuaries, lawyers and medical advisors, technical consultants, roadside assistance, loss adjusters, garages, vehicle dismantling centres, healthcare facilities, claims settlement companies and other contracted service providers, Generali Group companies and other companies providing contract and service management services, IT, telematics, financial, administrative, archiving, correspondence management, auditing and certification services, as well as companies specialising in market research and service quality surveys.

[4] The Policyholder, other branches of Europ Assistance, Generali Group companies and other entities such as insurance intermediaries (agents, brokers, sub-agents, banks); co-insurance or reinsurance companies; lawyers, doctors, consultants and other professionals; suppliers such as body shops, salvage firms, wreckers, health facilities, claims management companies, other companies providing IT, telematics, financial, administrative, archiving, mailing, profiling and customer satisfaction survey services.

The information on the processing of the data of private and public entities operating in the insurance sector and of other entities carrying out tasks of a technical, organisational or operational nature and acting as Data Controllers can be found at the premises of such entities (e.g. suppliers) and/or at [www.europassistance.it](http://www.europassistance.it)

## PRIVACY NOTICE

What are your rights to protect your personal data?

In connection with the processing of your personal data you have the following rights: access, rectification, cancellation, restriction, portability, revocation and opposition, which you can exercise according to the procedures indicated in the next section "How you can exercise your rights to protect your personal data". You have the right to lodge a complaint with the Data Protection Authority and you can find more information at [www.garanteprivacy.it](http://www.garanteprivacy.it).

**How you can exercise your rights to protect your personal data**

- To find out which of your personal data is used by Europ Assistance Italia (right of access);
- to request your data to be rectified (updated, modified) or if possible, erased, limited and to exercise the right to the portability of your personal data processed at 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 the third party demonstrates that such legitimate interest overrides your own or such processing is necessary for the establishment, exercise or defence of legal claims; to object to the processing of your personal data for direct marketing purposes.
- if the processing carried out by the Controller is based on your consent, to withdraw the consent given, it being understood that the withdrawal of the consent previously given does not affect the lawfulness of the processing carried out before the withdrawal.

you can write at any time to:

Data Protection Office - Europ Assistance Italia SpA - Via del Mulino, 4 – 20057 Assago (MI)  
also by email: [UfficioProtezioneDati@europassistance.it](mailto:UfficioProtezioneDati@europassistance.it)

### Changes and updates to the Notice

Europ Assistance Italia may supplement and/or update all or part of this Notice in consideration of possible future changes to applicable privacy laws. It is understood that any amendments, additions or updates will be notified in accordance with applicable legislation, also by publication on the website [www.europassistance.it](http://www.europassistance.it) where you can also find more information on the policies regarding the protection of personal data adopted by Europ Assistance Italia.

[1] The Regulation (EU) 2016/679 on processing of personal data (hereinafter the Privacy Regulation) and Italian primary and secondary legislation.

[2] Automated decision-making is defined as a management process that does not require the intervention of an operator: this process has shorter management times. If you would like to request the services of a Claims handler in relation to Benefits, you can call the Operations Centre in relation to Cover, you can write to the Claims Department at the contact address provided on the website [www.europassistance.it](http://www.europassistance.it) and on the Policy.

[3] In accordance with the Privacy Regulation, these subjects are designated as Processors and/or persons authorised to process data, or act as autonomous Controllers or Joint Controllers, and perform tasks of a technical, organisational and operational nature. They are for example: agents, sub-agents and other agency staff, producers, insurance brokers, banks, SIM and other purchase channels; insurers, co-insurers and reinsurers, pension funds, actuaries, lawyers and medical advisors, technical consultants, roadside assistance, loss adjusters, garages, vehicle dismantling centres, healthcare facilities, claims settlement companies and other contracted service providers, Generali Group companies and other companies providing contract and service management services, IT, telematics, financial, administrative, archiving, correspondence management, auditing and certification services, as well as companies specialising in market research and service quality surveys.

[4] The Policyholder, other branches of Europ Assistance, Generali Group companies and other entities such as insurance intermediaries (agents, brokers, sub-agents, banks); co-insurance or reinsurance companies; lawyers, doctors, consultants and other professionals; suppliers such as body shops, salvage firms, wreckers, health facilities, claims management companies, other companies providing IT, telematics, financial, administrative, archiving, mailing, profiling and customer satisfaction survey services.

The information on the processing of the data of private and public entities operating in the insurance sector and of other entities carrying out tasks of a technical, organisational or operational nature and acting as Data Controllers can be found at the premises of such entities (e.g. suppliers) and/or at [www.europassistance.it](http://www.europassistance.it)

## ANNEX A – GLOSSARY

### ANNEX A – GLOSSARY

**Goods:** furniture, fixtures and fittings for the dwelling owned by the Insured Person and located in the rented property.

**Insured Person:** the natural person who signs the rental contract (Renter) and who is covered by this policy in favor of the owner.

**Terms and Conditions of Insurance:** Policy clauses containing: the General Terms and Conditions of Insurance for the Insured, the description of the Cover, the exclusions and limitations of the Cover, the obligations of the Insured and of Europ Assistance.

**Contracting Party:** **EMMA VILLAS SPA** with registered office in Rome, Largo Arenula, 11 - VAT no. 01188760522, which underwrites the policy in favour of third parties and assumes the related charges.

**Rental contract:** this is the contract by which the Policyholder or the owner of the property, in exchange for the receipt of a rental fee, grants another party the use of a property for a short period of time for tourism purposes.

**Europ Assistance: the insurance company,** Europ Assistance Italia S.p.A. Via del Mulino no. 4 – 20057 Assago (MI), 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.

**Deductible:** the amount remaining payable by the Insured when the claim is settled.

**Guarantee:** the insurance, other than assistance insurance, for which, in the event of a claim, Europ Assistance recognised indemnity.

**Building:** the complex of building works consisting of premises - occupying an entire building or part of it - used as a civil home with any intercommunicating office and/or professional studio, owned and/or rented by the Insured Person or by a person in the cohabiting household. The following are included: fixed and foundation or underground works; installations in general, whether fixed or not, serving the building (such as, by way of example; gas, water, sanitation, electrical and/or electronic systems, heating, air conditioning), lifts, elevators, escalators; all finishes and embellishments proper to a civil dwelling building, including painting; external fixed installations in general (such as, but not limited to: fences, gates and gates, fountains, swimming pools, sports and playgrounds and equipment), antennas, as well as outbuildings (such as cellars, garages, heating plants and the like), even in separate buildings. In the case of insurance of a portion of a building, the respective share of common ownership is included.

**Property:** Any residence/home and its appurtenances located in Italy, the Republic of San Marino, the Vatican City State. The owner's data, as Beneficiary, will be communicated in the event of an accident by the Contracting Party.

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

**Renter:** the person who rents the property owned by the Insured Person for a short period of time.

**Maximum/insured sum:** the maximum amount paid by Europ Assistance in the event of a claim.

**Policy:** the insurance contract that establishes the rights and obligations between Europ Assistance and the Policyholder/Insured Person.

**Premium:** the sum owing to Europ Assistance.

**Risk:** the probability of the claim occurring.

**Simplo:** document proving the Convention and governing the relationship between Europ Assistance and the Policyholder of the Convention.

**Event:** the occurrence of the harmful event for which the insurance benefit/cover is recognised.