



Europ Assistance Italia S.P.A.



“EMMA VILLAS - 40356Q”

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 - 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 Antonio Bertoloni 8– 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 18.09.2024

Card n° EMAN + Nr Booking

INSURANCE CONDITIONS FORM 21495

THE INSURANCE IN GENERAL

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.

Art. 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 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 company of all the insurance policies taken out with the others, for the same risk.

Art. 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.

Art. 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.

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

Art. 4. - PAYMENT CURRENCY

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.

Art. 5. - PROFESSIONAL SECRECY

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

Art. 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 undertake to provide these persons with the information on the processing of data and to give their written consent to the processing of their data for insurance purposes. The processing could also cover information about their state of health or about crimes they have committed/criminal convictions. You can use the following consent formula: “I have read the Data Processing Disclosure and consent to the processing of my personal data, including medical data and/or that relating to offences and criminal sentences necessary to the management of the Cover by Europ Assistance Italia and the subjects indicated in the Disclosure”.



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SECTION I – DESCRIPTION OF COVER



What is insured?

Art. 7. - SUBJECT OF THE INSURANCE

A) TRAVEL OR RENTAL CANCELLATION COSTS COVER

You can request travel or rental cancellation costs cover when you need to cancel or alter the entire booked travel case for reasons or events that are objectively able to be documented, unexpected and not known to you at the time of confirming travel, affecting:

- you and/or your family members directly;
- your partner/joint-owner of the associated firm/business directly;
- you indirectly and they would invalidate the purpose of the whole trip;

You can also request cover for the cost of trip or rental cancellation if you have to cancel a booked trip, following a positive Covid-19 test result documented by reports of positive results that have stricken;

- you and/or your family members directly;
- one of your travel companions, directly.

Finally, you may cancel the entire travel package booked in the event of an act of terrorism occurring within 100 km of the place of your stay.

Europ Assistance shall indemnify the penalty fee (including practical administrative costs and agency fees, the adjustment of the fuel and visas), contractually applied by the Tour Operator to the insured persons named in the package.

Europ Assistance does not reimburse any airline taxes that are reimbursable by the carrier when purchasing airline tickets.

Europ Assistance shall reimburse in full the penalty fee charged up to a maximum of €50,000.00 per travel package.

The cover will only apply if all passengers on the same travel package cancel, in no case will the pro-rata amount be refunded.

Important!

This form of cover includes a Percentage Excess. See the paragraph 'Limitations on cover' in Section II.

The Percentage Excess does not apply:

- in the case of necessary amendments and/or forfeiture of the trip due to hospital admission (excluding Day Hospital and emergency room)
- in the case of death.



Where is the cover valid?

Art. 8. - TERRITORIAL SCOPE

Word.



When does Cover start and end?

Art. 9. - START DATE AND TERM

The travel or rental cancellation costs cover runs from the date on which Travel is booked, until the date on which Travel starts. Travel starts at: airport check-in, or, if checked-in early, upon passing the embarkation controls, or for rental, the start date of the stay.

SECTION II - EXCLUSIONS AND LIMITATIONS OF COVER



What is not insured?

Art. 10. - EXCLUSIONS

• GENERAL EXCLUSIONS FOR ALL COVER

All cover excludes claims caused by:

- wilful misconduct or gross negligence except as indicated in the individual cover;
- flooding, deluge, volcanic eruptions, earthquakes, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
- war, strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism.
- situations of armed conflict, invasion, acts by foreign enemies, hostilities, war, strikes, uprisings, popular tumult, acts of terrorism more than 100 km from your travel destination;

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- e. causes other than medical emergencies, which are not foreseeable nor known to the Insured at the time of booking;
- f. causes or events that cannot be objectively documented;
- g. the bankruptcy of the air carrier or the Tour Operator/Travel Agency/Non-hotel accommodation;
- h. down payments and/or advances that are not justified by tax documents relating to the penalty;
- i. your failure to send notification (as per the Article "OBLIGATIONS OF THE INSURED IN THE EVENT OF A CLAIM") prior to the start date of the trip/stay, except in the case of waiver due to the death or hospitalisation for at least 24 consecutive hours (excluding Outpatient Hospital and Emergency Department treatment) of a family member;
- j. epidemics or pandemics based on declarations from the World Health Organisation, with the exception of COVID-19;
- k. indirect consequences of the COVID-19 epidemic/pandemic;
- l. all other matters not indicated in the Article "Subject-matter of Insurance" for individual benefits/services/cover.

The following are also excluded:

- failure to comply with orders/regulations imposed by control bodies/host countries or countries of origin;
- the consequences due or attributable to quarantine or measures restricting freedom of movement decided by the competent authorities that isolate the Municipality/more extensive territorial areas where you may be during the Trip.

For all Cover, except as indicated in the same, the insurance does not cover any expenses due to or arising from/consequent to quarantine or other measures restricting freedom of movement, decided by the competent International and/or local authorities, with the term local authorities being understood to mean any competent authority of the country of origin or any country where you have planned your trip or through which you are travelling to reach your destination.



Are there limits to cover?

Art. 11. - INTERNATIONAL SANCTIONS

Europ Assistance Italia S.p.A. is not required to guarantee insurance cover and is not obligated to pay the Compensation, nor to pay any benefit under these Insurance Conditions, if the provision of such cover or the payment of such Compensation or benefit exposes Europ Assistance Italia S.p.A. to sanctions, bans or restrictions under resolutions of the United Nations or to trade or economic sanctions or revocatory orders under laws of regulations of the European Union or USA.

This clause will prevail over any conflicting condition set out in these Insurance Conditions. The link below gives an updated list of 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: **Siria, Corea del Nord, Iran, Venezuela, Bielorussia, Russia, Birmania (Myanmar), Afghanistan** and in the following Regions: **Crimea, Donetsk, Lugansk, Zaporizhzhia, Kherson.**

Please note:

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

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

Art. 12. - EPIDEMICS AND PANDEMICS

This cover does not apply if the event is an indirect consequence of:

- An epidemic or pandemic that has been proclaimed/declared by the competent international and/or local authorities, whereby local authorities include any competent authority in your country of origin or any country where you have planned your trip or through which you will transit in order to reach your destination
- A cluster of infections by the same strain of the epidemic or pandemic declared by the authorities indicated above, even if it is not a consequence of the epidemic/pandemic
- A new strain of the epidemic or pandemic declared by the authorities indicated above, even if it is not a consequence of the declared epidemic/pandemic.

Art. 13. - LIMITS TO COVER

• LIMITS TO INTERVENTION

Europ Assistance does not provide you with Services in countries in a declared or de facto state of war, including those where war has been declared publicly. Such countries are those given on the website <https://www.europassistance.it/paesi-in-stato-di-belligeranza>, which have a danger level declared as equal to or above 4.0. Europ Assistance is also unable to provide you with the Assistance Services in countries where the local or international authorities do not allow in situ intervention, even if there is no risk of war.

• COINSURANCE

The cover provides for a coinsurance of 20% of the penalty amount if you forego and/or change the trip for reasons other than hospitalisation or death. If the penalty is higher than the maximum amount covered, the coinsurance is calculated on the basis of the latter.

Example of percentage excess:

estimated amount of loss	Euro 100,00
percentage excess 20%	Euro 20,00

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the loss is indemnifiable/covered up to the maximum cover limit

Euro 80,00 (Euro 100,00 – Euro 20,00)

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



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

Art. 14. - OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

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

- access the portal <https://sinistrionline.europassistance.it> or website 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) - Via del Mulino no. 4 - 20057 Assago (MI)**

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.

In the event of a Claim, you must notify the travel organization or agency or carrier of the formal waiver of the Trip and you must make a complaint no later than 3 days after the cause of the waiver has occurred and in any case within the date of commencement if the 3-days-term falls after the start date of the Journey.

If the cancellation and/or modification of the trip is due to illness and/or accident, the complaint must also include:

- type of pathology;
- onset and the end of disease.
- you must send Europ Assistance Italia S.p.A. the following documents within 15 days of the above claim:
- copy of Europ Assistance card;
- objectively substantiating cause of the waiver/modification in original version;
- documentation showing the link between you and any other party that led to the waiver;
- in the event of an illness or accident, a medical certificate stating the date of the accident or occurrence of the disease, the specific diagnosis and the days of the prognosis;
- in the case of hospitalization, a certified copy of the original medical record;
- in the event of death, the death certificate;
- travel registration form or similar document;
- receipts (down payment, balance, penalty) for payment of the trip or lease;
- confirmation statement account issued by the organization;
- invoice related to the charged penalty issued by the Contractor and the Organisation;
- a copy of the cancelled ticket;
- travel planning and regulations;
- travel documents (visas, etc.);
- travel confirmation contract.

In case of charged penalty by the air carrier/shipping company:

- confirmation of purchase of the ticket or similar document or payment receipt of the same;
- a copy of the cancelled air/sea ticket showing the amounts charged to the customer.

In case of cancellation for Covid-19:

- Covid-19 positive test report (swab and/or serological test);
- Hospital certificate where you were admitted for Covid-19.

Europ Assistance has the right to take over the possession of the residence permit and/or rental documents not used by the insured person. In case of illness or accident Europ Assistance reserves the right to send a doctor to certify that the insured person's condition will prevent his participation in the trip.

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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..

Art. 15. - CRITERIA FOR THE SETTLEMENT OF THE LOSS/DAMAGE

- **PAYMENT OF COMPENSATION (VALID FOR ALL COVER WITH THE EXCEPTION OF ASSISTANCE)**

After receiving necessary documentation from you, Europ Assistance will check the Cover is operative and carry out controls, establishing the amount of the Compensation/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 compensation provided for under Cover C) HOSPITALISATION COVER, your heirs shall be entitled to the payment owed, only if they can prove the existence of the right to the compensation/allowance by giving Europ Assistance the documentation required under the Article "Obligations of the Insured in the event of a Claim.

- **CRITERIA**

The calculation of the reimbursement of the penalty shall be equivalent to the percentages existing on the date on which the claim occurred (Article 1914 of the Italian Civil Code). Therefore, in the event that the stay is cancelled after the claim, any increased penalty remains the responsibility of the insured person.

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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 - e-mail: 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, 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.

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 (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.

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. 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).

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^[1] 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

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^[2];
- 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^[3], 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^[4].

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.

^[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 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

PRIVACY NOTICE

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.

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.

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

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 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 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

ANNEX A – GLOSSARY

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Insured: the natural person, whom we address on a first-name basis, whose interest is protected by the Insurance and who has booked a stay through the Policyholder.

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, Via Antonio Bertoloni 8 - VAT no. 01188760522, which underwrites the policy in favour of third parties and assumes the related charges.

Travelling Companion: the person travelling with you and insured under this policy.

Indirect consequence: any event that, while not directly affecting the insured and/or their family members/travel companions, forces them to cancel their booking or suspend their travel.

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.

Family Members: the spouse, children, parents, siblings, brothers/sisters-in-law, grandparents, grandchildren, nieces, PARENTS-IN-LAW nephews and all others living with the insured party as long as such is proven by a valid personal data certificate

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

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

Injury: the event caused by pure bad, external luck resulting directly in physical injury that can objectively be noted and with the consequence of death, permanent invalidity or temporary incapacity.

Illness: a change in health not caused by an injury

Chronic illness: illness that is pre-existing as at the stipulation of the Policy and which has, in the last 12 months, involved diagnostic investigations, hospital stays or treatment/therapy.

Sudden illness: an illness of acute onset of which the Insured Party was not aware and which in any case has not been a manifestation, even if sudden, of a previous condition known to the Insured Party.

Pre-existing illness: illness that is the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the cover began

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.

Residence: the place where you live as indicated in your registry office certificate.

Hospitalisation: a stay in a Healthcare Institute involving at least one night.

Risk: the probability of the claim occurring.

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

Coinsurance: the part of the amount of the loss/damage, declared as a percentage, which must be borne by you with a minimum expressed as an absolute value.

Terrorism: any act of violence or threat of violence against an indeterminate group of people, perpetrated for political, religious, ethnic, ideological and similar reasons. The act of violence or threat of violence is such as to spread panic, terror and insecurity in the population or part of the population and to exert influence over a government or state institutions, to force those with the power to make decisions to act or tolerate situations they would not have accepted in normal conditions. Internal disagreements are not considered as terrorism. These cases therefore include violence against people or objects committed during mass gatherings, uprisings or tumult, as well as damages caused by looting directly related to domestic turmoil.

Trip/travel: the stay booked through the Policyholder.