

MyMemo Emma Villas 42521Q

Card: EVIN + PRACTICE Nr

How to request a REFUND

If you need to request a refund go to
<https://sinistrionline.europassistance.it>

If you need support call us at **+39. 02.58.24.52.70**

To open a claim you need:

- name, surname and address
- telephone number
- identification code: EVIN + PRACTICE Nr
- the circumstances of the incident
- the date on which the accident occurred



Europ Assistance Italia S.p.A.



"Travel insurance"
Insurance Conditions relating to the Policy stipulated
between

Europ Assistance Italia S.p.A. with registered office in Via del Mulino no. 4, 20057 Assago (MI) – Company authorised to carry out insurance, by decree of the Ministry of Industry, Commerce and Handicrafts no. 19569 of 2 June 1993 (Official Gazette no. 152 of 1 July 1993) – Registered in section I of the Register of Insurance and Reinsurance Companies under no. 100.108 – 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.

– hereinafter referred to as "Europ Assistance" –
and

EMMA VILLAS S.p.A. with registered office in Rome, Via Antonio Bertoloni, N° 8, 00197 Rome RM, - VAT Nr 01188760522

– hereinafter referred to as "the Policyholder" –

in favour of the Policyholder's customers, to be understood as Insured Persons pursuant to art. 1891 of the Civil Code

Edition 01.12.2025



CARD: EVIN + Practice Nr

Insurance Terms and Conditions Mod. 25250

COMPLIMENTARY TRANSLATION. THE OFFICIAL VERSION OF THIS POLICY IS THE ITALIAN ONE. ALL DISPUTES ARISING THEREFROM WILL BE CONDUCTED EXCLUSIVELY ON THE BASES OF THE ITALIAN VERSION

GENERAL INSURANCE CONDITIONS FOR THE INSURED

Art. 1. - OTHER INSURANCE

For the same risk you can be insured with different insurance companies.

If a Claim occurs, you must inform all the insurance companies with which you are insured on the same Risk and, among them, Europ Assistance, of the existence of other insurance companies that cover the same Risk. In this case, art. 1910 of the Civil Code.

Art. 1910 of the Civil Code wants to avoid the case in which the Insured, who has several insurances for the same Risk with different insurance companies, receives a total sum greater than the damage they have suffered. For this reason, the Insured, in the event of a claim, must inform each insurance company of all the insurances taken out with the others, for the same Risk.

Art. 2. - GOVERNING LAW AND JURISDICTION

The Policy is governed by Italian law.

For everything that is not provided for by the Policy and for all the rules of jurisdiction and/or competence of the judge, Italian law applies.

Art. 3. - TERMS OF PRESCRIPTIONS

Any of your rights against Europ Assistance are time-barred within two years from the day of the claim. In civil liability insurance, the two years run from the day on which the injured person asked you for compensation or sued you to obtain it. In this case, art. 2952 of the Civil Code.

For covers other than Assistance in the event of the opening of the claim and pending legal proceedings, you are obliged to interrupt the statute of limitations in writing.

It should be noted that the pendency of judicial proceedings is not considered a cause for suspension of the statute of limitations.

E.g.: if the Insured reports a claim after the maximum term of two years established by the Civil Code, they will not be entitled to compensation.

Art. 4. - PAYMENT CURRENCY

In Italy you receive the Compensation in Euros. If you claim Compensation for expenses incurred in countries that are not part of the European Union or belonging to the European Union, but which do not have the Euro as their currency, Europ Assistance calculates the Compensation by converting the amount of the expenses you have incurred into Euros. Europ Assistance calculates the Compensation based on the value of the Euro in relation to the currency of the country in which you incurred the expenses on the day the invoice was issued

Art. 5. - PROFESSIONAL SECRECY

You must release the doctors who have to examine your claim from professional secrecy towards Europ Assistance, for which they have to assess your state of health.

Art. 6. - PROCESSING OF PERSONAL DATA

When Europ Assistance provides you with the Covers, it may become aware of and use the personal data of other people. By joining the Policy, you undertake to make these people aware of the Information on the processing of data and to give you their written consent to the processing of their data relating to health for insurance purposes. You can use the following consent form: "I have read the Data Processing Policy and I consent to the processing of my personal data relating to health necessary for the management of the policy by Europ Assistance Italia and the subjects indicated in the policy."

Insurance Conditions Mod. 25250

SECTION I – DESCRIPTION OF WARRANTIES



What is insured?

Art. 7. - OBJECT OF THE INSURANCE

A) TRAVEL CANCELLATION COSTS COVER OR RENTAL CAUSES LISTED IN PRACTICE

The cover does not apply in the event of claims involving family members who are not participating in the trip.

You can request this cover when you have to cancel **the entire booked trip**, before the start of the trip itself for one of the reasons you find in this list, as long as **they are involuntary and unforeseeable** at the time of booking **and that prevent you from participating in the trip**: The causes are exclusively the following:

- a) Sudden illness and accident by you and/or the travel participants (for which there are medical certificates and documents proving that they are unable to participate in the trip).

In the event of serious illness or accident of one of the above-mentioned persons, Europ Assistance doctors may carry out a medical check-up;

- b) Death or hospitalization by you and/or your travel participants
c) Hiring or Termination by your employer and/or travel participants;
d) Summons to court by you or the participants in the trip

Europ Assistance indemnifies the penalty, contractually applied by the Tour Operator to the policyholders indicated in the file.

Europ Assistance reimburses the full penalty charged **up to the maximum amount provided for in the contract with the Travel Organization or reported by the Tour Operator in its catalogues.**

The reimbursement can never exceed Euro 50,000.00 per travel practice.

The cover will operate only if all those enrolled in the same practice are cancelled, in no case will the pro-rata be refunded.

Europ Assistance does not reimburse:

- the costs of practical management,
- agency fees,
- Travel registration fees

Attention!

This cover includes an Overdraft. Consult art. "Limitations on Warranties" in Section II.

The Overdraft is not applied:

- in the event of a change and/or forced cancellation of the trip due to hospitalization (excluding Day Hospital and Emergency Room)
- in the event of death.



Where are the covers valid?

Art. 8. - TERRITORIAL EXTENSION

Indicate all the **countries in the world** where the claim occurs for which you can request covers **with the exception of what is reported in Art. "EFFECT OF INTERNATIONAL SANCTIONS ON INSURANCE COVERAGE".**



When do the covers start and when do they end?

Art. 9. - COMMENCEMENT AND DURATION

The "Travel Cancellation and Rental" Cover starts from 24 hours on the day of booking the stay / booking of the Trip and lasts until the start date of the Trip. The start of the Trip means: the time of check-in at the booked facility.

SECTION II – DISCLAIMERS AND LIMITATIONS OF WARRANTIES



What is not insured?

Art. 10. - EXCLUSIONS

Insurance Conditions Mod. 25250

• GENERAL EXCLUSIONS APPLY TO ALL WARRANTIES

For all covers, claims caused by:

- wilful misconduct or gross negligence except as indicated in the individual covers;
- from floods, volcanic eruptions, earthquakes, atmospheric phenomena having the characteristics of natural disasters, phenomena of transmutation of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles;
- war, strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism.
- epidemics or pandemics according to what has been declared by the World Health Organization with the exception of Covid-19;
- indirect consequences of the Covid 19 epidemic/pandemic.

The following cases are also excluded:

- failure to comply with the ordinances/rules imposed by the control bodies/host countries or countries of origin;
- the consequences due to or attributable to quarantines or restrictive measures on freedom of movement decided by the competent authorities that isolate the Municipality/larger territorial areas in which you are during the Trip.

Except as indicated in the individual Covers, expenses due to or attributable to/resulting from quarantine or other measures restricting freedom of movement, decided by the competent International and/or Local Authorities, are not insured, meaning any competent authority of the country of origin or of any country where you have planned your Trip or through which you are transiting to reach your destination.

• EXCLUSIONS RELATING TO INDIVIDUAL COVERS

A) TRAVEL CANCELLATION OR RENTAL COSTS COVER

You are not insured if the cancellation cases depend on or are caused by:

- theft, robbery, loss of identification and/or travel documents;
- mental illnesses and psychic disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic-depressive forms and their consequences/complications;
- pregnancy or the resulting pathological situations in cases where conception occurred before the date of registration of the trip;
- claims, which occurs before the confirmation of the trip;
- chronic diseases;
- pre-existing diseases;
- consequences and/or complications of claims that occurred before the travel was confirmed;
- the bankruptcy of the air carrier or the Tour Operator/Travel Agency/non-hotel accommodation facility;
- deposits and/or advances not justified by tax documents of penalty;
- failure to send the communication (pursuant to art. "OBLIGATIONS OF THE INSURED IN THE EVENT OF A CLAIM") on your part by the date of commencement of the trip/stay, except in cases of cancellation caused by the death or hospitalization of at least 24 consecutive hours (Day Hospital and Emergency Room excluded) of a family member.

Are there any coverage limits?



Art. 11. - EFFECT OF INTERNATIONAL SANCTIONS ON INSURANCE COVERAGE

Europ Assistance Italia S.p.A. is not required to:

- provide insurance coverage,
- Pay claims

if this exposes you to any sanctions, prohibitions or restrictions that come from "INTERNATIONAL SANCTIONS".

This article shall prevail over any other item that may be contained in these Conditions of Insurance.

In any case, check the updated list of sanctioned countries at the link:

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

"INTERNATIONAL SANCTIONS" are restrictive measures, i.e. limitations or prohibitions imposed by national and/or international provisions. They are applicable to individuals, groups, or entities.

By way of example and not exhaustively, international sanctions can be adopted by the UN, the European Union, the United States of America, the United Kingdom, individual nations.

If you are a "United States Person" and you are in Cuba or Venezuela, to benefit from the insurance coverage you must demonstrate to Europ Assistance Italia S.p.A. to be in Cuba or Venezuela in compliance with U.S. laws.

Without authorization for your stay in Cuba or Venezuela, Europ Assistance Italia S.p.A. cannot provide insurance coverage.

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Art. 12. - LIMITATIONS OF WARRANTIES

• TRAVEL RESTRICTIONS

You are not covered if you travel to a country, region or region for which the relevant government authority in your country of residence or in the country of destination or host has advised against travelling or otherwise residing, even temporarily.

A) TRAVEL CANCELLATION OR RENTAL COSTS COVER

• DISCOVERED

The cover provides for an overdraft of 20% of the amount of the penalty, in the event of cancellation and/or modification of the trip for reasons other than hospitalization or death. If the penalty is higher than the covered ceiling, the overdraft is calculated on the latter.

Example of overdraft:

Estimated damage amount	Euro 100,00
20% overdraft	Euro 20,00
Damage that can be compensated/reimbursed within the limits of the maximum	Euro 80,00 (Euro 100,00 – Euro 20,00)

SECTION III – OBLIGATIONS OF THE INSURED AND EUROPE ASSISTANCE



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

Art. 13. - OBLIGATIONS OF THE INSURED IN THE EVENT OF A CLAIM

FOR ALL WARRANTIES OTHER THAN SERVICE

You will have to report the claim in the following ways:

- by accessing the <https://sinistronline.europassistance.it> portal or the website www.europassistance.it the CLAIMS section. You must follow the instructions.

or

- by writing a registered letter with return receipt to **Europ Assistance - Ufficio Liquidazione Sinistri (indicating the cover for which you are reporting the claim) - Via del Mulino n. 4 – 20057 Assago (MI).**

You must provide the following data/documents:

- your first name, last name and address
- your phone number;
- The Europ Assistance card number + file number;
- the circumstances of the incident;
- the date of occurrence of the claim;
- where you or the persons who gave rise to the claim can be found.

The times for reporting the claim are indicated in the individual covers.

IN ADDITION TO THIS, FOR EACH COVER YOU MUST GIVE US OTHER INFORMATION/DOCUMENTS, AS INDICATED BELOW:

A) TRAVEL CANCELLATION OR RENTAL COSTS COVER

In the event of a claim, you must notify the travel organization or agency or the carrier of the formal cancellation of the Trip and you must **make a report no later than 5 days from when the cause of the cancellation occurred and in any case within the date of the start of the Trip if the term of 5 days falls after the date of the start of the Trip.**

If the cancellation and/or change to the trip is due to illness and/or accident, the report must also include:

- the type of pathology;
- the beginning and end of the disease.

Within 15 days of the above report, you must send Europ Assistance Italia S.p.A. the following documents:

- copy of the Europ Assistance card;
- documentation objectively proving the cause of the renunciation/modification, in original;
- documentation attesting to the link between you and any other person who determined the renunciation;
- in the event of illness or injury, a medical certificate stating the date of the accident or onset of the disease, the specific diagnosis and the days of prognosis;
- in case of hospitalization, a certified copy of the original medical record;
- in the event of death, the death certificate;

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- *travel registration form or similar document;*
- *receipts (deposit, balance, penalty) for payment of the trip or rental;*
- *confirmation account statement issued by the Organization;*
- *invoice relating to the penalty charged issued by the Policyholder and the Organization;*
- *travel documents (visas, etc.);*

In case of cancellation due to Covid-19:

- *report of Covid-19 positivity tests (swab and/or serological test);*
- *certificate from the hospital where you were admitted for Covid-19.*

For claims management of all covers:

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

You are obliged to give them them.

If you do not comply with your obligations in the event of a claim, Europ Assistance may decide not to reimburse you.

This is established by the Civil Code in art. 1915.

Art. 1915 Italian Civil Code: the article explains what happens to the Insured if they do not report the claim to his insurer within the time frame in which they requested it.

The Insurer is obliged to indemnify the Insured for a sum equal to the damage that the Insured has suffered.

If the Insured behaves intentionally in a way that causes or aggravates the damage, the Insurer may not pay it.

If the Insured unintentionally causes or aggravates the damage, the Insurer may pay less.

Art. 14. - CRITERIA FOR THE ASSESSMENT AND LIQUIDATION OF DAMAGES

• PAYMENT OF COMPENSATION

For all Covers with the exception of Europ Assistance, after receiving the necessary documentation from you, after verifying the operation of the Cover and after making the necessary checks, establishes the Indemnity/Daily Allowance/Reimbursement that is due to you and communicates it to you.

Europ Assistance pays you within 20 days of this communication.

In the event of death before Europ Assistance has paid you the compensation/Daily allowance/reimbursement, your heirs will be entitled to the payment that you would have been entitled to only by demonstrating the existence of the right to compensation/Daily allowance/reimbursement by delivering to Europ Assistance the documentation required in art. "Obligations of the Insured in the event of a Claim".

A) TRAVEL CANCELLATION OR RENTAL COSTS COVER

• POLICY

The calculation of the reimbursement of the penalty will 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 additional penalty remains the responsibility of the insured person.

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COMPLAINTS

Any complaints regarding the contractual relationship or the management of claims must be submitted in writing, including a detailed description of the events, the number of the policy or claim in question and any information that may help identify the policyholder or the insured (such as tax code, name, surname, contact details, etc.) to: Europ Assistance Italia S.p.A. – Ufficio Reclami – Via del Mulino, 4 – 20057 Assago (MI); fax: 02.58.47.71.28 – pec: reclami@pec.europassistance.it (enabled to receive messages only from Certified Electronic Mail - PEC mailboxes) - e-mail: ufficio.reclami@europassistance.it.

If you are not satisfied with the outcome of the complaint or if you do not receive a response within a maximum of forty-five days, you can contact IVASS (Institute for the Supervision of Insurance) - Servizio Tutela del Consumatore - via del Quirinale, 21 - 00187 Rome, fax: 06.42.13.32.06, pec: ivass@pec.ivass.it, attaching the complaint to the documentation relating to the complaint handled by Europ Assistance. In these cases and for complaints concerning compliance with the sector regulations to be submitted directly to IVASS, in the complaint you must indicate:

- name, surname and domicile of the complainant, with any telephone number;
- identification of the person or persons whose work is complained of;
- brief and exhaustive description of the reason for complaint;
- copy of the complaint submitted to Europ Assistance Italia and any feedback provided by the same;
- any document useful for describing the relevant circumstances more fully.

The form for submitting a complaint to IVASS can be downloaded from the www.ivass.it website.

Before involving the judicial authority, you can turn to alternative systems for the resolution of disputes provided for by law or convention.

- **Mediation:** it is mandatory to resort to the Mediation provided for by law as a condition of admissibility for disputes on insurance contracts by contacting a Mediation Body among those on the list of the Ministry of Justice, which can be consulted on the www.giustizia.it website (Law 9/8/2013 no. 98);
- **Assisted negotiation:** at the request of your lawyer to Europ Assistance Italia S.p.A.

Insurance disputes on the determination and estimation of damages in the context of policies against the risk of damage (where provided for by the Insurance Conditions).

In the event of disputes relating to the determination and estimation of damages, it is necessary to resort to contractual expertise where provided for by the Insurance Conditions for the resolution of this type of dispute. The request for activation of the contractual or arbitration expertise must be addressed to: Ufficio Liquidazione Sinistri – Via del Mulino n. 4 – 20057 Assago (MI), by registered mail with return receipt or certified email: to the address sinistri@pec.europassistance.it.

In the case of disputes in the context of policies against the risk of damage in which the contractual expertise has already been carried out or not related to the determination and estimate of damages, the law provides for mandatory mediation, which is a condition for proceeding, with the right to resort to assisted negotiation in advance.

Insurance disputes on medical matters (where provided for in the Conditions of Insurance).

In the event of disputes relating to medical matters relating to accident or health policies, arbitration is necessary where provided for in the Conditions of Insurance for the resolution of this type of dispute. The request for activation of the contractual or arbitration expertise must be addressed to: Ufficio Liquidazione Sinistri – Via del Mulino n. 4 – 20057 Assago (MI), by registered mail with return receipt or certified email: to the address sinistri@pec.europassistance.it. The arbitration will take place at the location of the Institute of Forensic Medicine closest to your place of residence.

In the case of disputes in the context of accident or illness policies in which arbitration has already been carried out or not relating to medical issues, the law provides for mandatory mediation, which is a condition for proceeding, with the right to resort to assisted negotiation in advance.

The right to appeal to the Judicial Authority remains unaffected.

For the resolution of cross-border disputes, you can lodge a complaint with IVASS or activate the competent foreign system through the FIN-NET procedure (by accessing the <https://finance.ec.europa.eu/consumer-finance-and-payments/retail-financial-services/financial-dispute-resolution-network-fin-net/make-complaint-about-financial-service-provider-another-eea-country> it website).

PRIVACY

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

Information on the processing of data for insurance purposes

(pursuant to Articles 13 and 14 of the European Regulation on the protection of personal data).

Personal **Data** is information about a person that allows him or her to be recognized among other people. Personal Data includes, for example, your first and last name, your identity card or passport number, information relating to your state of health, such as illness or accident, information relating to criminal offences and convictions.

There are policies¹ that protect Personal Data to protect it from misuse. Europ Assistance Italia, as Data Controller, complies with these rules and, also for this reason, wishes to inform you about what it does with your Personal Data.

If what is described in this Policy is not sufficient or you wish to assert a right provided for by law, you can write to **the Data Protection Officer** at Europ Assistance Italia - Data Protection Office – Via del Mulino, 4 – 20057 Assago (MI) or by email at UfficioProtezioneDati@europassistance.it

Why Europ Assistance uses your Personal Data and what happens if you do not provide or authorize us to use it

Europ Assistance Italia uses your Personal Data, if necessary for the management of BENEFITS and COVERS, including those relating to the state of health or relating to crimes and criminal convictions, for the following *insurance purposes*:

- carry out the activity that is envisaged by the Policy or to provide the SERVICES and COVERS; carry out the insurance activity or for example propose and manage the Policy, collect premiums, reinsure, carry out control and statistical activities: your common Data which could also be related to your position (geolocation), are processed for contractual fulfilment; to process, where necessary, Your Health Data, you will need to provide your consent; in some PERFORMANCE and COVER management processes, *automated decision-making processes*² are used.
- carry out insurance activities, prevent and detect fraud, take legal action and notify the Authorities of possible crimes, recover debts, carry out intra-group communications, protect the security of company assets (e.g. buildings and IT tools), develop IT solutions, processes and products: your Data, including those relating to the state of health for which you have given consent or relating to crimes and criminal convictions, they are processed for the legitimate interest of the company and third parties;
- carry out the activities required by law, such as the storage of Policy and claim documents; respond to requests from authorities, such as the Carabinieri, the Institute for the Supervision of Insurance (IVASS): your Data, including those relating to your state of health or relating to crimes and criminal convictions, are processed in accordance with the law or regulations.

If you do not provide your Personal Data and/or do not consent to their use, Europ Assistance Italia will not be able to carry out the activity for *insurance purposes* and therefore will not be able to provide SERVICES and COVERS.

How Europ Assistance uses your Personal Data and to whom you disclose it

Europ Assistance Italia, through its employees, collaborators and also external subjects/companies³, uses the Personal Data it has obtained from you or from other people (such as, for example, from the policyholder, from your relative or from the doctor who treated you, from a travel companion or from a supplier) both on paper and with the computer or app.

For *insurance purposes*, Europ Assistance Italia may communicate your Personal Data, if necessary, to private and public entities operating in the insurance sector that are involved in the management of existing relationships with you or to other subjects who carry out tasks of a technical, organizational or operational nature⁴

Europ Assistance Italia, depending on the activity it has to carry out, may use your Personal Data in Italy and abroad and also communicate them to subjects based in countries that are located outside the European Union and that may not cover an adequate level of protection according to the European Commission. In these cases, the transfer of your Personal Data to parties outside the European Union will take place with the

¹ The European Regulation on the Processing of Personal Data EU 2016/679 (hereinafter the Privacy Regulation) and the primary and secondary Italian legislation

² Automated decision-making is a management process that does not involve the intervention of an operator: this process has shorter management times. If you want to request the intervention of an operator in relation to the Services, you can call the Operations Centre, in relation to the Covers, you can write to the Claims Settlement at the contacts on the www.europassistance.it website, and on the Policy.

³ These subjects, pursuant to the Privacy Regulation, are designated as Data Processors and/or persons authorised to process the processing, or operate as independent Data Controllers or Joint Data Controllers, and carry out tasks of a technical, organisational and operational nature. These include for example: agents, sub-agents and other agency collaborators, manufacturers, insurance brokers, banks, SIMs and other acquisition channels; insurers, co-insurers and reinsurers, pension funds, actuaries, lawyers and medical trustees, technical consultants, roadside assistance, experts, garages, motor vehicle dismantling centres, health facilities, claims settlement companies and other contracted service providers; companies of the Generali Group and other companies that carry out contract and performance management services, IT, telematics, financial, administrative, archiving, correspondence management, auditing and certification of financial statements, as well as companies specialising in market research and surveys on the quality of services.

⁴ To the Policyholder, other branches of Europ Assistance, Generali Group Companies and other parties such as insurance intermediaries (agents, brokers, subagents, banks); co-insurance or reinsurance companies; lawyers, doctors, consultants and other professionals; suppliers such as body shops, rescuers, demolition workers, healthcare facilities, companies that manage claims, other companies that provide IT and telematics services, financial, administrative, archiving, mailing, profiling and that detect the degree of customer satisfaction. The information on the processing of data of private and public entities operating in the insurance sector and of other subjects who carry out technical, organisational and operational tasks acting as Data Controllers are located at the same premises (e.g. at suppliers) and/or on www.europassistance.it

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appropriate and adequate safeguards according to applicable law. You have the right to obtain information regarding the transfer of your Personal Data outside the European Union by contacting the Data Protection Office.

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

How long Europ Assistance UK keeps your Personal Data

Europ Assistance Italia retains your Personal Data for as long as necessary to manage the purposes indicated above in accordance with the provisions of the law or, if missing, according to the times set out below.

- Personal Data contained in insurance contracts, insurance treaties and co-insurance contracts, claims and litigation files, are kept for 10 years from the last registration in accordance with the provisions of the Civil Code or for a further 5 years in accordance with the provisions of insurance regulations.
- Common Personal Data collected on any occasion (e.g. stipulation of a Policy, request for a quote) accompanied by consent/refusal of consent for commercial promotions and profiling are kept without expiration, as well as evidence of the related changes made by you over time to consent/refusal. Your right to object at any time to such processing and to request the deletion of your data remains unaffected where there are no contractual or regulatory conditions that provide for the necessary storage.
- Personal Data collected as a result of the exercise of the rights of the data subjects are kept for 10 years from the last registration in accordance with the provisions of the Civil Code
- The Personal Data of individuals who have defrauded or attempted to defraud are kept even beyond the 10-year period.

In general, for anything not expressly specified, the ten-year retention period provided for by Article 2220 of the Civil Code or another specific term provided for by the legislation in force applies.

What are your rights to protect your Personal Data

In relation to the processing of your Personal Data, you have the following rights: access, rectification, erasure, limitation, portability, revocation, opposition that you can assert in the manner set out in the following paragraph "How can you assert your rights to protect your personal data". You have the right to lodge a complaint with the Italian Data Protection Authority and you can find more information on the www.garanteprivacy.it website.

How can you enforce your rights to protect your personal data

- To find out what personal data Europ Assistance Italia uses about you (right of access);
- to request to rectify (update, modify) or, if possible, delete, limit and exercise the right of portability on 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 third party demonstrates that such legitimate interests prevail over yours 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 Data Controller is based on your consent, to revoke the consent given, it being understood that the revocation of the consent previously given does not deprive the processing carried out before the revocation of the lawfulness.

At any time you can write 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

Also in consideration of future changes that may occur on the applicable privacy legislation, Europ Assistance Italia may supplement and/or update, in whole or in part, this Policy. It is understood that any modification, integration or update will be communicated in accordance with current legislation also by publication on the [website www.europassistance.it](http://www.europassistance.it) where you can also find more information on the personal data protection policies adopted by Europ Assistance Italia.

ANNEX A - GLOSSARY

ANNEX A – GLOSSARY

Insured: the natural person, to whom we address by first name, whose interest is protected by the Insurance who has purchased a travel package or a rental from the Policyholder.

Travel companion: the person who travels with you and is insured under this policy.

Conditions of Insurance: clauses of the Policy that contain: General Conditions of Insurance for the Insured, the description of the Covers, the excluded risks and limitations of the Covers, and the obligations of the Insured and Europ Assistance.

General Conditions of Insurance for the Policyholder: Clauses of the Policy that govern, among other things, the payment of the premium, the duration of the policy and the obligations of the Policyholder and Europ Assistance.

Policyholder: **EMMA VILLAS S.p.A.** with registered office in Rome, Via Antonio Bertoloni, N° 8, 00197 Rome RM, - P. IVA 01188760522 which has signed the Policy with Europ Assistance in favour of its customers.

Indirect consequence: any situation not attributable to a positive Covid-19 outcome that affects you and/or your family members/travel companions.

Europ Assistance: the insurance company, i.e. Europ Assistance Italia S.p.A. with registered office in Via del Mulino no. 4 - 20057 Assago (MI) – Company authorised to carry out insurance, by decree of the Ministry of Industry, Commerce and Handicrafts no. 19569 of 2 June 1993 (Official Gazette no. 152 of 1 July 1993) – Registered in section I of the Register of Insurance and Reinsurance Companies under no. 1.00108 – Company belonging to the Group Generali, registered in the Register of Insurance Groups – Single-member company subject to the management and coordination of Assicurazioni Generali S.p.A.

Family member(s): spouse/cohabiting partner/civil partner, children (also valid for minors in foster care), parents, brothers/sisters, son-in-law/daughter-in-law (also valid for cohabiting partners/civil partners), brother-in-law/sister-in-law (also valid for cohabiting partners/civil partners), grandparents, grandchildren, in-laws (also valid for cohabiting partners/partners in civil partnership), and those who are cohabiting with the Insured as long as they are the result of a regular registry certificate

Cover: insurance that is different from assistance insurance and for which, in the event of a claim, Europ Assistance pays compensation.

Indemnity/Compensation: the amount that Europ Assistance pays you in the event of a claim.

Accident: the event due to fortuitous, violent and external causes that causes objectively ascertainable physical injuries that can result in death, permanent disability or a temporary inability to carry out your normal daily activities.

Health Care Institution: the public hospital, clinic or nursing home, whether affiliated with the National Health Service or private, duly authorized to provide hospital care. Thermal establishments, convalescent and holiday homes, clinics with dietetic and aesthetic purposes are not considered health care institutions.

Illness: any alteration in the state of health not dependent on an accident.

Chronic disease: the pre-existing disease with an evolutionary/worsening character, of which the Insured is aware on the date of confirmation of the booking of the insured trip that has entailed, in the last 12 months, hospitalizations, treatments/therapies, diagnostic investigations with a stationary or worsening outcome.

Sudden illness: an illness of acute onset of which the Insured was not aware and which in any case is not a manifestation, albeit sudden, of a pathology known to the Insured and which arose before the confirmation of the booking of the insured trip.

Pre-existing illness: illness that is the expression or direct consequence of pathological situations that occurred before the confirmation of the booking of the insured trip,

Maximum/Sum Insured: the maximum amount paid by Europ Assistance in the event of a claim.

Policy: the insurance contract between Europ Assistance and the Policyholder, stipulated in favour of the Policyholder's customers and concerning the Covers described in the Conditions of Insurance. The Policy consists of the General Conditions of Insurance for the Policyholder and the Conditions of Insurance.

Residence: the place where you live as shown in the registry certificate.

Hospitalization: the stay in a Health Care Institute for at least one night.

Risk: the probability of the claim occurring.

Claim: the occurrence of the harmful event for which the insurance benefit/cover is recognized.

Overdraft: the part of the amount of the damage, which is declared as a percentage value and which remains compulsorily borne by you with a minimum expressed in absolute value.

United States Person: means:

- U.S. citizens and permanent residents, regardless of where they are located,
- all persons and companies within the United States of America,
- all companies incorporated in the United States of America and their subsidiaries wherever they are located;

who must act in full compliance with the financial sanctions of the United States of America.

It should be noted that foreign subsidiaries owned or controlled by U.S. companies and foreigners in possession of U.S.-origin assets must also comply with U.S. sanctions in some cases.

Travel: transport, stay, rental, as resulting from the relevant contract or other valid document or travel document.