

MyMemo Emma Villas 42520Q

Card: EVAD + 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: EVAD + PRACTICE Nr
- the circumstances of the incident
- the date on which the accident occurred

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

What type of insurance is it?

This policy insures the risks to the person to cover the penalty applied by the Tour Operator.



What is insured?

✓ **Travel Cancellation Costs Cover or Rental by file**

You can claim the trip cancellation Cover when you have to cancel or change the booked trip for reasons or events that you can objectively document, that you could not have foreseen and that you did not know when you booked the trip and that prevent you from participating in it.

These events must affect:

- directly you and/or your family members;
- directly your Partner/Co-owner of the associated company/firm;

In the event of a lawsuit or event affecting the family member or the Partner/Co-owner of the company, you will have to prove that your presence is indispensable. In addition, you can request the travel cancellation fee Cover when you have to cancel the entire booked travel file, following a positive Covid-19 test ascertained by reports with positive results that has affected:

- directly you and/or your cohabiting family members;
- directly your travel companion.

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.



What is not insured?

✗ **For all Covers, claims caused by:**

- a. wilful misconduct or gross negligence except as indicated in the individual Covers;
- b. from floods, 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;
- c. war, strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism.
- d. epidemics or pandemics according to what has been declared by the World Health Organization with the exception of Covid-19;
- e. indirect consequences of the Covid 19 epidemic/pandemic.
- f. anything not indicated in art. "Object of the Insurance" for individual benefits/Covers.

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.

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

- a. theft, robbery, loss of identification and/or travel documents;
- b. mental illnesses and psychic disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic-depressive forms and their consequences/complications;
- c. pregnancy or the resulting pathological situations in cases where conception occurred before the date of registration of the trip;
- d. accident, which occurs before the confirmation of the trip;
- e. and consequences and/or complications of accidents that occurred before the travel was confirmed;
- f. the bankruptcy of the air carrier or the Tour Operator/Travel Agency/non-hotel accommodation facility;
- g. deposits and/or advances not justified by tax documents of penalty;
- h. failure to send the communication (pursuant to art. "OBLIGATIONS OF THE INSURED IN THE EVENT OF AN ACCIDENT") 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?

! **EFFECT OF INTERNATIONAL SANCTIONS ON INSURANCE COVERAGE (valid for all Covers)**

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 the 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>

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

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

! **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.

! **Form of Insurance**

The Cover of this policy is valid if you subscribe to it for the entire cost of your trip. You must include the costs of practical management in the cost.

If you subscribe to the Policy for only a part of the value of the trip, Europ Assistance will reimburse you the penalty in proportion to the value of the insured trip. (Art. 1907 of the Italian Civil Code, proportional rule).

! **Overdrafts:** The Cover provides for an overdraft of 10% 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 Cover ceiling, the overdraft is calculated on the latter.



Where is the coverage worth?

- ✓ Indicates all the countries in the world where the accident occurs for which you can request Covers with the exception of what is reported in Art. "EFFECT OF INTERNATIONAL SANCTIONS ON INSURANCE COVERAGE".?"



What obligations do I have?

When you sign the contract: you have the obligation to make true, exact and complete statements.

Untrue, inaccurate or uncommunicated declarations may result in the total or partial loss of the right to compensation, as well as the termination of the insurance pursuant to art. 1892, 1893, 1894 C.C. You cannot purchase this policy beyond 24 hours from the date of booking the Trip.

You cannot buy multiple policies to cover the same risk if you want to increase the limits and Covers provided for in the policy

During the contract: you are obliged to communicate any changes that involve an increase in risk. Failure to communicate may result in the total or partial loss of the right to compensation, as well as the termination of the insurance pursuant to Art. 1898 of the Italian Civil Code.

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



When and how do I have to pay?

The premium, including taxes, is paid at the time of signing the Application Form.



When does the cover start and when does it end?

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



How can I cancel the policy?

The policy does not provide for the possibility of cancellation.

[Distance selling](#)

In the event of distance selling of the insurance contract, you can exercise the right of withdrawal within 14 days from the date of conclusion of the contract, by writing to Europ Assistance a registered letter with return receipt, without prejudice to Europ Assistance's right to retain the premium accrual corresponding to the period in which the contract took effect. The withdrawal does not apply to policies with a duration of less than one month.

Damage insurance to cover risks before the trip
Additional pre-contractual information document for non-life insurance
products
(Additional DIP Damage)



Product: " Travel insurance - Mod. TAD515/2"
Date of drafting/last update of the additional DIP Non-Life: 01.12.2025

Purpose

This document contains additional and complementary information to that contained in the pre-contractual information document for non-life insurance products (Non-Life DIPs), to help the potential Insured to understand the characteristics of the product in more detail, with particular regard to insurance coverage, limitations, exclusions, costs as well as the company's financial situation.

The Insured must read the insurance conditions before signing the contract.

Society

Europ Assistance Italia S.p.A., Via del Mulino, n.4 – 20057 Assago (MI) - tel. 02.58.38.41 - www.europassistance.it - e-mail: servizio.clienti@europassistance.it - pec: 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.

With reference to the last financial statements approved as at 31/12/2024, the Company's shareholders' equity amounted to Euro 95,287,852 and the economic result for the period amounted to Euro 16,670,034.

The solvency ratio, referring to non-life management, is 159.7% as reported in the Report on the solvency and financial condition of the company available on the website at the following link: <https://www.europassistance.it/azienda/bilancio>, where it will be possible to consult subsequent updates relating to the balance sheet.

Italian law applies to the contract.

Product



What is insured?

There is no information other than that provided in the Non-Life DIP



What is NOT insured?

Excluded risks	There is no information other than that provided in the Non-Life DIP
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Are there any coverage limits?

There is no information other than that provided in the Non-Life DIP.



Who is this product for?

The product is aimed at customers who have purchased services or tourist packages from the Tour Operator Emma Villas and want to subscribe to the Cancellation Cover



What costs do I have to bear?

intermediation costs: the average share received by the intermediary(s) is 40.00%

HOW DO I FILE COMPLAINTS AND RESOLVE DISPUTES?

To the insurance company	You can submit any complaints regarding the contractual relationship or the management of claims, including a detailed description of the events, the number of the policy or the claim in question and any information that
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	<p>may help identify the policyholder or the insured (such as tax code, name, surname, contact details, etc.), by writing to Europ Assistance Italia S.p.A. – c.a. Ufficio Reclami by:</p> <ul style="list-style-type: none"> – Post Office: 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. <p>Europ Assistance Italia S.p.A. will respond to your complaint within 45 days of receipt as required by law.</p>
To IVASS	<p>If you are not satisfied with the outcome of the complaint or if you have not received a response from Europ Assistance Italia S.p.A. 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, certified email: ivass@pec.ivass.it, attaching to your request the documentation relating to the complaint handled by Europ Assistance.</p> <p>In your complaint you must indicate:</p> <ul style="list-style-type: none"> • 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; • a copy of the complaint submitted to the insurance undertaking and any response provided by the same; • any document useful for describing the relevant circumstances more fully. <p>You can find the complaint form on the IVASS website, at www.ivass.it</p>
BEFORE GOING TO COURT, ALTERNATIVE DISPUTE RESOLUTION SYSTEMS CAN BE USED, SUCH AS:	
Mediation	<p>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).</p>
Negotiation Assisted	<p>By request of your lawyer to Europ Assistance Italia S.p.A.</p>
Other alternative dispute resolution systems	<p>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).</p> <p>In the event of a dispute relating to the determination and estimation of damages, it is necessary to resort to the contractual expertise where provided for by the policy 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, 4 – 20057 Assago (MI), by registered mail with return receipt or certified email to the address sinistri@pec.europassistance.it.</p> <p>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.</p> <p>Insurance disputes on medical matters (where provided for in the Conditions of Insurance).</p> <p>In the event of disputes relating to medical matters relating to accident or health policies, arbitration is necessary where provided for by the policy 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, 4 – 20057 Assago (MI), by registered mail with return receipt or certified email to the address sinistri@pec.europassistance.it.</p> <p>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.</p> <p>The right to appeal to the Judicial Authority remains unaffected.</p> <p>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).</p>
TAXATION	
Tax treatment applicable to the contract	<p>For IRPEF purposes, only in the event of death and/or permanent disability of not less than 5%, the part of the premium actually incurred and not reimbursed relating to the Cover is deductible from gross tax to the extent of 19% if not already deductible in the determination of your individual income (letter f, paragraph I, art. 15 TUIR).</p> <p>The tax rates relating to the branches of the Covers provided for in the Policy are as follows:</p> <ul style="list-style-type: none"> - Pecuniary losses (R16): 21.25% <p>For the tax treatment applicable to the Policy with Policyholders residing in the Vatican City State or in the Republic of San Marino, please refer to the tax legislation in force in those territories.</p>

Insurance Terms and Conditions Mod. TAD515/2

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 PRESCRIPTION

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. - PREMIUM

The premium for your Policy, shown on the Application Form, is calculated at the **rate of 1.9% of the booking value for the Cover TRAVEL CANCELLATION OR RENTAL COSTS (R16)**

Art. 6. - TAX CHARGES

The premium also includes taxes that are not dependent on Europ Assistance and that you are required to pay by law.

Art. 7. - STATEMENTS REGARDING THE CIRCUMSTANCES OF THE RISK

When you subscribe to the Policy, you must verify that you have provided true, accurate and complete information. Any significant change in the information provided during the period of validity of the Policy must be immediately communicated to Europ Assistance through the Policyholder. If you fail to comply with these obligations, you may lose all or part of your right to Indemnification/Compensation.

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Art. 8. - AGGRAVATION OF THE RISK

You are obliged to notify Europ Assistance, through the Policyholder, of any changes that involve an increase in the risk. Failure to communicate may result in the total or partial loss of the right to Indemnity/compensation, as well as the termination of the insurance pursuant to Art. 1898 of the Civil Code.

Art. 9. - RISK REDUCTION

In the event of a decrease in risk, Europ Assistance is required to reduce the Premium, or the instalment of the Premium, following your communication and waives the relevant right of withdrawal.

Art. 10. - 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. 11. - RIGHT TO CHANGE YOUR MIND

If the Policy has been placed entirely through the call center or website, **the Insured may withdraw within 14 days of the conclusion of the contract.** The Insured Party must send written notice to Europ Assistance Italia S.p.A. by registered letter with acknowledgment of receipt, or certified e-mail to the following addresses:

- Europ Assistance Italia S.p.A., Via del Mulino n. 4 – 20057 Assago (MI);
- EuropAssistanceItaliaSpA@pec.europassistance.it

Following the notice of change of mind, the Policy is considered to have no effect from the outset, provided that in the meantime there has not been a Claim for which you have requested one of the Covers provided for by the Policy. In the latter case, the right to change your mind is excluded.

You are entitled to a refund of the unused policy premium, in the absence of a claim, net of taxes if already paid.

Art. 12. - 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."

SECTION I – DESCRIPTION OF WARRANTIES



What is insured?

Art. 13. - OBJECT OF THE INSURANCE

A) TRAVEL CANCELLATION OR RENTAL COSTS COVER

You can claim the trip cancellation Cover when you have to cancel or change the booked trip for reasons or events that you can objectively document, that **you could not have foreseen** and that **you did not know when you booked the trip** and that **prevent you from participating in it**.

These events must affect:

- directly you and/or your family members;
- directly your Partner/Co-owner of the associated company/firm;

In the event of a lawsuit or event affecting the family member or the Partner/Co-owner of the company, you will have to prove that your **presence is indispensable**.

In addition, you can request the travel cancellation fee Cover when you have to cancel **the entire booked travel file**, following a positive Covid-19 test ascertained by reports with positive results that has affected:

- directly you and/or your cohabiting family members;
- directly your travel companion.

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.

Insurance Terms and Conditions Mod. TAD515/2

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. 14. - TERRITORIAL EXTENSION

Indicates 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. 15. - COMMENCEMENT AND DURATION

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

SECTION II – DISCLAIMERS AND LIMITATIONS OF WARRANTIES



What is not insured?

Art. 16. - EXCLUSIONS

• GENERAL EXCLUSIONS APPLY TO ALL WARRANTIES

For all Covers, claims caused by:

- a. wilful misconduct or gross negligence except as indicated in the individual Covers;
- b. 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;
- c. war, strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism.
- d. epidemics or pandemics according to what has been declared by the World Health Organization with the exception of Covid-19;
- e. indirect consequences of the Covid 19 epidemic/pandemic.
- f. anything not indicated in art. "Object of the Insurance" for individual benefits/Covers.

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:

- a. theft, robbery, loss of identification and/or travel documents;
- b. mental illnesses and psychic disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic-depressive forms and their consequences/complications;
- c. pregnancy or the resulting pathological situations in cases where conception occurred before the date of registration of the trip;
- d. claims, which occurs before the confirmation of the trip;
- e. consequences and/or complications of claims that occurred before the travel was confirmed;
- f. the bankruptcy of the air carrier or the Tour Operator/Travel Agency/non-hotel accommodation facility;
- g. deposits and/or advances not justified by tax documents of penalty;
- h. failure to send the communication (pursuant to art. "OBLIGATIONS OF THE INSURED IN THE EVENT OF AN 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. 17. - EFFECT OF INTERNATIONAL SANCTIONS ON INSURANCE COVERAGE

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

- provide insurance coverage,

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- 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.

Art. 18. - 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.

• SUBSCRIPTION LIMITS

You cannot purchase this policy beyond 24 hours from the date of booking the Trip.

You cannot buy multiple policies to cover the same risk if you want to increase the limits and Covers provided for in the policy

• FORM OF INSURANCE

The Cover of this policy is valid if you subscribe to it for the entire cost of your trip. You must include the costs of practical management in the cost.

If you subscribe to the Policy for only a part of the value of the trip, Europ Assistance will reimburse you the penalty in proportion to the value of the insured trip. (Art. 1907 of the Italian Civil Code, proportional rule).

• DISCOVERED

The Cover provides for an overdraft of 10% 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 Coverd 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 EUROP ASSISTANCE

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



Art. 19. - 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;

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- 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;
- 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 Confirmation Agreement.

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 their 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. 20. - 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.

Insurance Terms and Conditions Mod. TAD515/2

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 over 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 the law, you can write to **the Ufficio Protezione Dati** at Europ Assistance Italia - Ufficio Protezione Dati - 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*:

- to carry out the activity that is provided for by the Agreement or to provide the SERVICES and COVERS; to carry out the insurance activity or *for example* to propose and manage the Convention, 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; automated decision-making processes are used in the process of quoting and purchasing some policies online and in some processes of managing BENEFITS and COVERS².
- 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/companies,³ uses the Personal Data it has obtained from you or from other persons (such as, for example, from the Contracting Party of the Convention, from one of your relatives 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 and other subjects who are involved in the management of existing relationships with you or 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 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 Ufficio Protezione Dati.

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 purchase of policies, you can call or write to Customer Service, in relation to Services you can call the Operations Centre and for 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 Contracting Party, 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 perform 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.

PRIVACY

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:

Ufficio Protezione Dati - 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 we address by first name, who has purchased a tourist package from the Policyholder and subscribed to the policy in Italy or through the Policyholder's website. The name must be shown on the Application Form and you must have paid the relevant premium.

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.

Contractor: **EMMA VILLAS S.p.A.** with registered office in Rome, Via Antonio Bertoloni, N° 8, 00197 Rome RM, - P. IVA 01188760522.

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.

Rules governing the Agreement in general: Clauses of the Convention governing the obligations of the Policyholder and Europ Assistance.

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

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

Application Form: the document signed by the Insured and which contains his/her personal data, the amount of the premium due by the same and the duration of the Policy.

Policy: the document consisting of the Insurance Conditions and the Application Form.

Premium: the amount due to Europ Assistance.

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 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.