

INSURANCE CONDITIONS Form 15243– ED. 08.12.2021
TRAVEL OR LEASE CANCELLATION EXPENSES INSURANCE

The implementation of these conditions is subject to the validity of the Policy.

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

Disclosure on the processing of personal data for insurance purposes

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

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

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

If the information given in this Disclosure should not suffice or if you wish to exercise a right envisaged by the legislation, you can write to the Data Protection Officer c/o Europ Assistance Italia - Ufficio Protezione Dati (Data Protection Office) – Via Del Mulino 4 – 20057 Assago (Mi) or e-mail UfficioProtezioneDati@europassistance.it

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

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

to carry out the activities envisaged by the Insurance Conditions, i.e. supplying the COVER; to carry out the insurance business, i.e. for example to propose and manage the policy, collect premiums, reinsurance, controls and statistics; your common Data, which may also relate to your position if the COVER involves geolocation, is processed to comply with the contract; in order to process, where necessary, your Data relating to your health or offences or criminal sentences, you will need to give consent;

to carry out the insurance business, to prevent and identify fraud, to take any legal action and inform the Authorities of possible crimes, to collect debt, to make infra-group communications, to protect the security of buildings and computer instruments: your Data, including that relating to your health or offences or criminal sentences for which you have given consent, is processed for legitimate interests of the company and third parties;

to carry out the activities envisaged by the law, such as, for example, the storage of Insurance Conditions and claim documents; to answer requests made by the authorities, such as, for example, the Carabinieri police force, the Insurance Supervisory Institution (IVASS): your Data, including that relating to your health or offences or criminal sentences, shall be processed to comply with the law or regulations.

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

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

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

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

According to the activities it needs to carry out, Europ Assistance Italia may use your Personal Data in Italy and abroad and may also disclose it to subjects based in States outside the European Union and which may not guarantee a

suitable level of protection according to the European Commission. In these cases, the transfer of your Personal Data to subjects outside the European Union will take place with the suitable, appropriate guarantees according to applicable law. You are entitled to obtain information and, if appropriate, a copy of the guarantees given in transferring your Personal Data outside the European Union, by contacting the Data Protection Office.

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

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

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

The Personal Data contained in insurance contracts, insurance treaties and co-insurance contracts, claim and dispute files, is kept for 10 years from the last registration in accordance with the provisions of the Italian Civil Code, or for another 5 years, in accordance with regulatory provisions on insurance.

The common Personal Data collected on this occasion (for example stipulation of a policy, request for a quotation, etc.) accompanied by consent/refusal of consent for commercial promotions and profiling, is kept without a firm deadline, as is evidence of the related changes made by you over time to the consent/refusal. You retain the right to object at any time to said processing and to request that your data be erased if there are no contractual or regulatory conditions that envisage its storage.

The Personal Data collected following the exercise of the rights of the data subject is kept for 10 years from the last registration in accordance with the provisions of the Italian Civil Code.

The Personal Data of subjects who have defrauded or attempted fraud, is kept for even longer than 10 years.

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

What are your rights in protection of your personal data?

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

You have the right to submit a complaint to the Italian Data Protection Authority; more information is available from the website www.garanteprivacy.it.

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

To find out what Personal Data of yours is used by Europ Assistance Italia (right of access);

to ask for correction (updates, changes) or, if possible, erasure, restriction and to exercise the right of portability of your Personal Data processed by Europ Assistance Italia;

to object to the processing of your personal data based on the legitimate interest of the controller or a third party unless the controller or third party can show that said legitimate interests prevail over your own or that said processing is necessary to ascertain, exercise or defend a right in a court of law; to object to the processing of your personal data for direct marketing purposes

you may write to:

Ufficio Protezione Dati (Data Protection Office) - Europ Assistance Italia SpA – Via Del Mulino, 4 – 20057 Assago (Mi),

or e-mail: UfficioProtezioneDati@europassistance.it

Changes and updates to the disclosure

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

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

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

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

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

GENERAL DEFINITIONS

Insured Party: the subject whose interests are protected by the Insurance.

Insurance: the insurance contract.

Contracting Party: EMMA VILLAS SRL, which stipulates the Policy on behalf of third parties.

Europ Assistance: the insurance company, i.e. Europ Assistance Italia S.p.A. – Company authorised to provide insurance by Decree no. 19569 issued by the Ministry for Industry, Trade and Crafts on 02 June 1993 (Official Journal no. 152 of 1 July 1993) – registered in section I of the Official Roll of Insurance and Reinsurance Businesses under no. 1.00108 – Company belonging to the Generali Group, registered with the Official Roll of Insurance Groups – Company subject to the management and coordination of Assicurazioni Generali S.p.A.

Deductible: the pre-established fixed amount that is in any case paid by the Insured Party for each claim.

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

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

Maximum cover/Amount insured: the maximum payout established by Europ Assistance in the event of a claim.

Policy: the document considered as a whole that proves the insurance and regulates relations between Europ Assistance and the Contracting Party/Insured Party.

Service: the assistance to be supplied in kind, i.e. the aid that must be provided to the Insured Party when required, by Europ Assistance, through its Organisational Structure.

Claim: the damaging event for which the insurance guarantee is given.

Excess: the part of the amount of the damages, expressed as a percentage, which remains at the expense of the Insured Party, with a minimum charge that is expressed as an absolute value.

Organisational Structure: the structure of Europ Assistance Italia SpA – Via Del Mulino, 4 – 20057 Assago (Mi), Italy, comprising managers, staff (doctors, technicians, operators), equipment and devices (centralised and otherwise), operative

24 hours a day, 365 days a year or within alternative limits as may be established by contract, which establishes telephone contact with the Insured Party and deals with the organisation and delivery of the assistance provided for in the policy.

Travel/Trip:

For Insured Parties resident in the European Union or Switzerland:

- in the event of travel by air, train, coach or boat, from the point of departure (airport, railway station, etc. of the organised travel) until completion of the trip as organised by the Contracting Party;
- in the event of travel by car or other means not included in the point above, to more than 50 km from the place of residence in a European Union Member State or Switzerland.

For Insured Parties residing in non-European Union Member States:

- in the event of travel by air, train, coach or boat, from the date of arrival in a European Union Member State or Switzerland, until the date of departure from one of said countries at the end of the trip;
- in the event of travel by car or other means not included in the point above, to the crossing of the border and customs of a European Union Member State or Switzerland.

SPECIAL RULES GOVERNING THE INSURANCE IN GENERAL

Art. 1. OTHER INSURANCE

In accordance with the provisions of art. 1910 of the Italian Civil Code **any Insured Party enjoying**

Services/Guarantees similar to those of this insurance, by virtue of contracts stipulated with another insurance company, **must in any case notify each insurance company of the claim and, specifically, Europ Assistance Italia S.p.A.**

Art. 2. LAW GOVERNING THE POLICY AND JURISDICTION

The Policy is governed by Italian law. For all aspects not specifically regulated herein and with reference to the jurisdiction and/or competence of the appointed court, the provisions of law apply.

Art. 3. TIME LIMITS

All rights deriving from the insurance contract will expire two years after the date on which the event occurred on which basis the right is accrued, in accordance with art. 2952 of the Italian Civil Code. In Third-Party Liability insurance, the two year period starts as of the date on which the third party claimed damages from the Insured Party or brought the action against the latter.

Art. 4. PAYMENT CURRENCY

Indemnities, advances and reimbursements are paid in Italy, in euros. If expenses are incurred in non-European Union Member States or in EU Member States that have not adopted the euro as their currency, the reimbursement will be calculated at the exchange rate recorded by the European Central Bank on the date on which the Insured Party incurred the expenses.

Art. 5. PERSONAL DATA PROTECTION

Europ Assistance may become aware of and use the personal data of other people when providing you with the Cover. You undertake to provide these persons with the information on the processing of data and to give their written consent to the processing of their data for insurance purposes. Processing could also involve information regarding their state of health, criminal offences or criminal convictions. You may use the following consent formula: "I have read the Data Processing Disclosure and consent to the processing of my personal data, including medical data and/or that relating to offences and criminal sentences necessary to the management of the Cover by Europ Assistance Italia and the subjects indicated in the Disclosure".

Art. 6. INTERNATIONAL SANCTIONS

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

The link below gives an updated list of the Countries subject to sanctions

<https://www.europ-assistance.com/en/who-we-are/international-regulatory-information>

The policy shall not apply in the following Countries: Syria, North Korea, Iran, Venezuela, Bielorrussia and Crimea.

Please note:

If you are a "United States Person" and you are in Cuba, in order to receive the assistance and compensation under the

Policy, you must provide evidence to Europ Assistance Italia S.p.A. that you were in Cuba in compliance with US laws.

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

SECTION I - TRAVEL OR LEASE CANCELLATION EXPENSES INSURANCE

SPECIAL SECTION DEFINITIONS

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

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

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

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

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

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

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

Deductible: percentage of the amount able to be liquidated under the terms of the policy, which, in the event of a claim, remains at the expense of the Insured Party.

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

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

SPECIAL SECTION CONDITIONS

Art. 7. INSURED PARTIES

The following are insured:

- > the natural person resident in one of the European Union Member States or in Switzerland, who has purchased a tourist holiday/package/service from the Contracting Party.
- > the natural person resident in a non-European Union country who has purchased a tourist holiday/package from the Contracting Party with the exclusive destination being a European Union Member State or Switzerland.

Art. 8. SUBJECT OF THE INSURANCE

If the Insured Party should need to cancel or alter the trip booked, for reasons or events that can objectively be documented and could not be foreseen at the time of booking, affecting:

- the Insured Party him/herself directly and/or his/her Family Members;
 - the joint-owner of the associated firm/business directly;
 - the Insured Party indirectly, resulting in the entire trip no longer having its original purpose;
- Europ Assistance refunds the penalty applied by the policy holder per contract terms and conditions up to the maximum amount indicated in Art. 11 "CRITERIA FOR LIQUIDATION OF THE DAMAGES".

The guarantee will be valid just in case trip is cancelled by all people registered to travel together in the same travel file. No pro-quota shall be reimbursed in any case.

COVID-19 CANCELLATION GUARANTEE

This guarantee extends the "Travel Cancellation Guarantee" to Covid-19 cases.

You can request a trip or rental cancellation cost guarantee when you have to cancel the booked trip, following a positive result from Covid-19 verified by reports with positive results, affecting:

- the Insured Party him/herself directly and/or his/her family members;
- your Travel Companion directly.

Art. 9. EXCLUSIONS

The guarantee excludes cases of renunciation caused by:

Claims as caused by the following are excluded:

a. wilful misconduct or gross negligence except as indicated in the individual cover;

b. flooding, deluge, volcanic eruptions, earthquakes, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;

c. situations of armed conflict, invasion, acts by foreign enemies, hostilities, war, strikes, uprisings, popular tumult, acts of terrorism more than 100 km from your travel destination, earthquakes, volcanic eruptions, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;

d. claims occurring in countries in a state of war that makes it impossible to provide assistance;

e. Cover/Services of all types, consequent to laws and/or Decree Laws issued for COVID-19.

Cover is also not due for claims caused by or resulting from: a. theft, robbery, loss of identification and/or travel documents;

b. bankruptcy of the Carrier or Travel Agency or Organiser;

c. cancellation by the Tour Operator / Travel Agency;

d. deposits and/or advances that are not justified by penalty tax documents;

e. failure by the Insured Party to send the communication (pursuant to the section OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM) before the travel/stay start date, except for cases of cancellation caused by death or hospitalisation of at least 24 consecutive hours (excluding day hospital and accident & emergency) of a family member. f. anything not indicated in art. "Object of the Insurance".

g. the cover does not include expenses due or attributable to quarantines or other measures restricting free movement ordered by the competent international and/or local authorities, whereby local authorities include any competent authority in your country of origin or any country where you have planned your trip or through which you will transit in order to reach your destination.

Art. 10. OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

In the event of a change and/or forced renunciation of travel, the Insured Party must:

- inform the travel organisation or agency or carrier of his/her formal renunciation of the travel;

- make a declaration within 3 days of the onset of the cause of the renunciation and in any case by the travel start date if the terms of 3 days fall after the travel start date. The claim may be filed by accessing the portal <https://sinistronline.europassistance.it> and following the instructions (or accessing the website directly at www.europassistance.it - Claims section) or by writing to Europ Assistance - Ufficio Liquidazione Sinistri (Annullamento Viaggio) [Claims Liquidation Office (Travel Cancellation)] - Via Del Mulino, 4 20057 Assago (Mi), Italy, providing the following information:

- first name, last name, address, telephone number, tax code;

- policy number;

- the reason for the cancellation or change;

- place at which the Insured Party or persons causing the cancellation (family member, joint-owner of the associated firm/business) can be contacted;

If the renunciation and/or change is caused by illness and/or injury, the declaration must specify:

- type of pathology;

- pathology start and end.

Within 15 days of the above declaration, the Insured Party must also provide Europ Assistance with the following documents:

- original documentation able to provide objective proof of the cause of renunciation/change;

- documentation showing the connection between the Insured Party and any party causing the renunciation;

- in the event of illness or injury, medical certificate stating the date of the injury or onset of the illness, the specific diagnosis and days' prognosis;

- in the event of hospitalisation, a complete copy of the clinical record;

- travel registration card or similar document;

- receipts (deposit, balance, penalty) of payment of the travel or rental;

- statement of booking confirmation;

- invoice in relation to the penalty charged;

- travel regulation and programme;

- travel documents (visas, etc.);

- travel booking contract.

If a penalty is charged by the airline carrier/shipping company:

- confirmation of purchase of ticket or similar document;

- receipt of ticket payment;

- declaration of the airline carrier/shipping company certifying the penalty charged or refund notice;

- copy of the cancelled air or ship tickets documenting the amounts charged to the customer;

In the event of modification and / or forced renunciation of the trip to **Covid-19**, the Insured must notify the travel organization or agency or the carrier of the formal renunciation of the Trip and must make a complaint no later than 3 days from when the cause of the renunciation occurred and in any case within

the travel start date if the 3 day deadline falls after the travel start date.

you must send:

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

without prejudice to the Company's right to request that all of the above listed documentation be sent by mail.

Europ Assistance may request further documentation at a later date, in order to settle the claim; in this case, the Insured Party must supply it.

Breach of the obligations relating to the declaration of the claim may result in the loss of a right to indemnity, in accordance with art. 1915 of the Italian Civil Code.

Art. 11. CRITERIA FOR LIQUIDATION OF THE DAMAGES

The penalty charged against the Insured Party will be reimbursed in full, including file management fees, agency fees, fuel adjustments and visas (excluding, in the event of the purchase of only a flight ticket, airport taxes that can be reimbursed by the airline) up to the maximum cover stated in the Policy Form. This maximum amount may not exceed Euro 50,000.00 per travel file.

Excess and liquidation criteria:

Europ Assistance reimburses the cancellation penalty:

1. In the event of a change and/or forced renunciation of travel caused by hospitalisation (excluding day hospital and accident & emergency) or death; the penalty will be reimbursed without applying any excess.

2. In the event of renunciation and/or change not caused by hospitalisation or death, the penalty will be reimbursed with the

application of an excess equal to 20% of the total cost of the penalty, with a minimum of Euro 70.00 per policy.

3. In the event of a change and/or renunciation of the air ticket only, not caused by hospitalisation (excluding day hospital and accident & emergency) or death, the penalty will be reimbursed with application of an excess of 20% with a minimum of Euro 20.00 per policy.

It is agreed that the calculation of the reimbursement will be equivalent to the percentages of penalties existing as at the date on which the event took place (Art. 1914 of the Italian Civil Code). Therefore, if the Insured Party should cancel travel after the event, any greater penalty will be at his/her expense. In the event of illness or injury, Europ Assistance reserves the right to send its own doctor to certify that the conditions of the Insured Party are such as to prevent his/her travel.

Art. 12. PROFESSIONAL SECRECY

The Insured Party releases any doctors, who may be appointed to examine the claim and who examined him before or after the claim, from constraints to professional secrecy with regards to Europ Assistance.

Art. 13. LIMITS TO LIABILITY

You are not covered if you travel to a country, region or geographical area that a competent government authority in your country of residence, your destination country or host country has advised against visiting or staying, even temporarily.

Art. 14. EPIDEMICS AND PANDEMICS

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

- An epidemic or pandemic that has been proclaimed/declared by the competent international

and/or local authorities, whereby local authorities include any competent authority in your country of origin or any country where you have planned your trip or through which you will transit in order to reach your destination

- A cluster of infections by the same strain of the epidemic or pandemic declared by the authorities indicated above, even if it is not a consequence of the epidemic/pandemic

- A new strain of the epidemic or pandemic declared by the authorities indicated above, even if it is not a consequence of the declared epidemic/pandemic-

Art. 15. EFFECTIVE DATE AND DURATION OF COVERAGE

The guarantee "Cancellation of travel and rental" runs from midnight on the day on which the stay/rental is booked and shall remain in force until the envisaged arrival at the structure booked.

The Covid-19 Cancellation Guarantee starts from the travel booking date and lasts until the start of the journey. The beginning of the journey means: the moment of check-in at the airport or in case of early check-in the passage of the checks for boarding, or for rentals on the day of the start of the stay.

EUROP ASSISTANCE ITALIA S.p.A.

Europ Assistance Italia S.p.A.

Sede sociale, Direzione e uffici: Via del Mulino, 4 - 20057 Assago (MI) - Tel. (+39) 02 48 11 11 - www.europassistance.it
Indirizzo postale elettronica (certificata PEC): EuropAssistenzaItalia@Agippec.europassistance.it
Capitale Sociale Euro 10.000.000.000 i.v. - Risa Capitale - Partita IVA 09090900969 - Imp. Int. n. 2/7 - 09/09/2019
Impresa autorizzata all'esercizio delle assicurazioni, con decreto del Ministero dell'Industria, del Commercio e dell'Artigianato n. 5000 del 26/03/2019 (Decreto Dilettante del 26/03/2019) - Iscritta alla sezione dell'Albo delle Imprese di assicurazione e riassicurazione al n. 140088 - Società appartenente al Gruppo Generali, iscritta all'Albo del Gruppo assicurativo - Società soggetta alla direzione e al coordinamento di Assicurazioni Generali S.p.A.

www.europassistance.it



Complaints

Any complaints concerning the contract or claim management must be submitted in writing to:

Europ Assistance Italia S.p.A. – Ufficio Reclami [Complaints Office] – Via Del Mulino, 4 – 20057 Assago (MI); fax 02.58.47.71.28 – certified e-mail reclami@pec.europassistance.it - e-mail ufficio.reclami@europassistance.it

Should the complainant not be satisfied with the outcome of the complaint, or in the event that no response is received within forty-five days, he/she may contact the IVASS (Istituto per la Vigilanza sulle Assicurazioni – Insurance Supervisory Institute) – Servizio Tutela del Consumatore (Consumer Protection Service), via del Quirinale 21 - 00187 Rome, accompanying the complaint with all the documentation relating to the claim processed by the Company. In these cases, and for the claims relating to compliance with sector legislation to be submitted directly to IVASS, the claim must specify:

- first name, surname and domicile of the complainant with any telephone contact number;
- identification of the subject or subjects whose work is complained of;
- a brief, yet complete description of the reason for the complaint;
- a copy of the complaint made to the insurance company and any reply provided by it;
- all documents useful to providing a more complete description of the related circumstances.

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

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

Before involving the legal Authority, alternative systems can be used to settle the dispute, as envisaged by law or convention.

Insurance disputes on the determination and estimate of damages under the scope of the policies against the risk of damages (where envisaged by the Insurance Conditions).

In the event of any dispute relating to the determination and estimate of the damages, it is necessary to appeal to a contractual appraisal envisaged by the policy conditions for settling this type of dispute. The request to activate the contractual appraisal or arbitration, must be addressed to: Ufficio Liquidazione Sinistri [Claims Liquidation Office] – Via Del Mulino, 4 – 20057 (MI), by letter sent recorded delivery with advice of receipt or certified e-mail to sinistri@pec.europassistance.it.

If the dispute relates to policies covering the risk of damages in which the contractual appraisal has already been completed or not relating to the determination and estimate of damages, the law envisages the compulsory mediation that constitutes a condition to be able to proceed, with the faculty to first recourse to assisted negotiation.

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

In the event of a dispute relating to medical issues in connection with injury or illness policies, arbitration must be performed to settle such disputes, in accordance with the policy conditions. The request to activate the contractual appraisal or arbitration, must be addressed to: Ufficio Liquidazione Sinistri [Claims Liquidation Office] – Via Del Mulino, 4 – 20057 Assago (MI), by letter sent recorded delivery with advice of receipt or certified e-mail to sinistri@pec.europassistance.it.

If the dispute relates to policies covering injury or illness in which arbitration has already been attempted or not relating to medical matters, the law envisages the compulsory mediation that constitutes a condition to be able to proceed, with the faculty to first recourse to assisted negotiation.

This is without prejudice to the right to bring the matter before the legal authorities.

In order to provide the services/guarantees given in the Policy, Europ Assistance must process the data of the Insured Party and to this end requires, in accordance with Italian Legislative Decree no. 196/03 (the Privacy Code) your consent. In contacting or having Europ Assistance contacted, the Insured Party therefore gives free consent to the processing of his/her common, sensitive and legal personal data, as indicated in the Privacy Disclosure received.