

# Non-life insurance to cover risks during travel

Pre-contractual information document on the insurance product

Company: Europ Assistance Italia S.p.A. Product: "HOSPITALITY CANCELLATION" Form TAD395/2



Complete pre-contractual and contractual information on the product is supplied in other documents

## What type of insurance is it?

This policy insures personal risk during travel for tourism and to cover the penalty applied by the Tour Operator.



## What is insured?

### ✓ Travel cancellation cover

You can request the travel or rental cancellation costs guarantee when you have to cancel or modify the booked trip, for reasons or events that can be objectively documented, unforeseeable and that are not known to you at the time of travel confirmation and that prevent you from participating in the trip they affect:

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

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

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

Europ Assistance will indemnify the penalty, applied contractually by the Tour Operator:

- to you
- and, as long as they are insured and registered in the same booking:
- to your family members;
  - to one of your travel companions.

If several Insured Parties are listed in the same booking to travel together and at the same time, and none are members of your family unit, you shall specify only one person as "travel companion".

Europ Assistance reimburses the full amount of the penalty charged for the cancellation or change of Travel up to the maximum of Euro 5,000.00 for the entire stay booked. There will be no pro rata reimbursements.

Europ Assistance does not reimburse the handling costs (e.g. registration fee and club cards) and insurance premiums.

This cover envisages a Percentage Excess charge. See the Article "Limitations of Cover" in Section II.

The Percentage Excess does not apply:

- in the event of a change and/or forced renunciation of travel due to hospitalisation (excluding Day Hospital and Accident and Emergency) in the event of death.

### ✓ Delayed arrival reimbursement cover

Europ Assistance will reimburse you and, as long as insured and Travelling with you, the members of your family unit or one of your travel companions, for the cost of the first night missed at the accommodation structure booked, up to a maximum of Euro 100.00 per person and per room/housing unit, with a limit of Euro 250.00 per night for any of the following causes:

- failure/incident involving the Vehicle you are using to reach the accommodation structure;
- natural events that prevent you from taking the first means of transport envisaged to reach the accommodation structure (e.g. ferry, aeroplane, train).



## What is not insured?

- ✗ All cover excludes claims caused by: wilful misconduct or gross negligence; flooding, deluge, volcanic eruptions, earthquakes, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles (except as indicated in the individual cover); wars, strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism; epidemics or pandemics on the basis of that declared by the World Health Organisation, except for COVID-19; indirect consequences of the COVID-19 epidemic/pandemic; all else not indicated under the Art. entitled "Subject of the Insurance" to the individual provisions/cover.

The following cases are also excluded: Failure to comply with orders/rules issued by the supervisory bodies/host countries or countries of origin; consequences due or attributable to quarantines or other measures restricting free movement ordered by the competent authorities to isolate the municipality/extended areas in which the Accommodation Structure where you are staying is located.

Without prejudice to the provisions of the individual Cover, it does not include expenses due/consequent 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 Travel or through which you will transit in order to reach your destination.

- ✗ For Travel cancellation cover, you are not insured if cancellation depends on or is caused by: theft, robbery or loss of identification documents and/or travel documents; mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia manic-depressive forms and related consequences/complications; state of pregnancy or consequent pathological situations in cases where conception was prior to the date on which travel was booked; injury, illness or death that occurs before the scheduled confirmation of travel; consequences and/or complications of injuries that took place prior to confirming the travel; illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the travel was confirmed; bankruptcy of the Accommodation Structure, of the Tour Operator/Travel Agency or of the carrier; cancellation by the Accommodation Structure; failure to send the communication (pursuant to the section "OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM") before the Travel start date, except for cases of cancellation caused by death or hospitalisation of at least 24 consecutive hours (excluding Day Hospital and Accident and Emergency) of a family member. Deposits and/or advances that are not justified by penalty tax documents are also excluded.

- ✗ For Arrival delay cover, the bankruptcy or strike by the Carrier are excluded.



## Are there limits to cover?

International Sanctions (valid for all Cover)

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 Insurance Conditions, if the provision of such cover or the payment of such Compensation or benefit exposes Europ Assistance Italia S.p.A. to sanctions, bans or restrictions under resolutions of the United Nations or to trade or economic sanctions or revocatory orders under laws or regulations of the European Union or USA. This clause will prevail over any conflicting condition set out in the Insurance Conditions. You may verify the updated list of countries subject to sanctions at the link indicated in the Policy.

The Policy shall not apply in the following Countries: Syria, North Korea, Iran, Venezuela 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. cannot provide assistance nor pay compensation.

### ! Travel Limits

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.

### ! Subscription limits

You must subscribe the policy within 24 hours of reserving the Trip.

### ! Travel cancellation costs cover

- Form of insurance

This policy cover is valid if you subscribe it for the entire cost of your travel.

If you subscribe the Policy for just part of the travel value, Europ Assistance will reimburse the penalty proportionally to the value of the insured travel. (Art. 1907 of the Italian Civil Code proportional rule).



## Where is the cover valid?

- ✓ Indicate the countries where the accident occurs for which you can request covers and in which you are staying.



## What are my obligations?

When you sign the contract: you are obliged to make exact, complete and truthful representations.

Untruthful, inexact or undisclosed declarations may result in the total or partial loss of the right to receive compensation, in addition to the cessation of insurance in accordance with Arts. 1892, 1893 and 1894 of the Italian Civil Code. You must subscribe the policy within 24 hours of reserving the Trip and for the entire value of the Trip reserved.

**During the contract:** you are obliged to report any changes that may aggravate the risk. Failure to provide such notification may result in the total or partial loss of the right to receive compensation, in addition to the cessation of insurance in accordance with Arts. 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 Insurance policies you may have stipulated with the same characteristics as this one (Art. 1910 of the Italian Civil Code) and to comply with the terms for reporting a claim.



### When and how do I need to pay?

The premium, inclusive of tax, is paid when subscribing the Subscription Form. The premium includes tax.



### When does cover start and end?

The covers begin with the date when the Travel is booked and ends when the Travel starts. The start of Travel is the time of check-in at the Accommodation Structure.



### How can I cancel the policy?

The policy cannot be cancelled.

# Non-life insurance to cover risks during travel

Additional IPID for non-life insurance products  
(Additional non-life IPID)

Company: Europ Assistance Italia S.p.A.

Product: "HOSPITALITY CANCELLATION - Form TAD395/2"

Date the additional non-life pre-contractual information document was drafted:  
12.05.2021



This document contains additional, supplementary information with respect to that contained in the IPID for non-life insurance products (non-life IPID) to help the potential contracting party/insured party to understand the characteristics of the product in greater detail, the contractual obligations and the company's financial position.

**The contracting party/insured party is required to read the insurance conditions before signing the contract.**

Europ Assistance Italia S.p.A., Piazza Trento, n.8 - 20135 Milan - tel. 02.58.38.41 - [www.europassistance.it](http://www.europassistance.it) - e-mail: [servizio.clienti@europassistance.it](mailto:servizio.clienti@europassistance.it) - certified e-mail: [EuropAssistancelitaliaSpA@pec.europassistance.it](mailto:EuropAssistancelitaliaSpA@pec.europassistance.it).

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.

Its shareholders' equity amounts to Euro 91,539,336, including share capital of Euro 12,000,000 and total capital reserves of Euro 79,539,336.

Its solvency ratio, for the non-life business line, is 190%; this percentage is the ratio of the available solvency margin of Euro 109,939,000 to the amount of solvency margin required under applicable regulations, of Euro 57,779,000. The minimum capital requirement is equal to Euro 26,000,000.

The above data refers to the last approved financial statements and the balance sheet as at 31/12/2020. Subsequent updates regarding the company's capital and financial position will be available on the website <https://www.europassistance.it/azienda/bilancio>

Italian law applies to the contract



## What is insured?

There is no further information beyond that supplied in the non-life IPID.



## What is NOT insured?

There is no further information over and above that supplied in the non-life IPID.



## Are there limits to cover?

<b>Travel cancellation costs cover</b> (mandatory)	<b>!</b> EXCESS CLAUSE - 15%, in the event of renunciation and/or change of travel for any reason other than hospitalisation or death. - 25%, in the case of Stays the regulation of which envisages a penalty of 100% from the 30th day before the departure date.
<b>Delayed arrival reimbursement cover</b> (mandatory)	There is no further information over and above that supplied in the non-life IPID.



## Where is the cover valid?

There is no further information beyond that supplied in the non-life IPID.



## What are my obligations? What are the company's obligations?

<b>What should I do in the event of a claim?</b>	<b>Claim filing:</b>	<b>Travel cancellation costs cover</b> (mandatory) In the event of a Claim, you must notify the travel organisation or agency or carrier of your formal renunciation of the travel and make a report 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. You will need to report the claim within 15 days, as follows: - access the portal <a href="https://sinistronline.europassistance.it">https://sinistronline.europassistance.it</a> or website <a href="http://www.europassistance.it">www.europassistance.it</a> in the CLAIMS section. Follow the instructions. or - by writing a letter sent recorded delivery with advice of receipt to Europ Assistance - Ufficio Liquidazione Sinistri (Claims Settlement Office) (indicating the cover for which you are reporting the claim) - Piazza Trento, 8 20135 Milan. You must send Europ Assistance all documentation required in accordance with the policy.
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		<p><b>Delayed arrival reimbursement cover</b> (mandatory)</p> <p>In the event of a claim, you will need to report the claim within 10 days, as follows:</p> <ul style="list-style-type: none"> <li>- access the portal <a href="https://sinistrionline.europassistance.it">https://sinistrionline.europassistance.it</a> or website <a href="http://www.europassistance.it">www.europassistance.it</a> in the CLAIMS section. Follow the instructions.</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>- by writing a letter sent recorded delivery with advice of receipt to Europ Assistance - Ufficio Liquidazione Sinistri (Claims Settlement Office) (indicating the cover for which you are reporting the claim) - Piazza Trento, 8 20135 Milan.</li> </ul> <p>You must send Europ Assistance all documentation required in accordance with the policy.</p>
	<b>Direct assistance/Agreements:</b>	<p><b>Travel cancellation costs cover</b> (mandatory) and <b>Delayed arrival reimbursement cover</b> (mandatory)</p> <p>No benefits will be provided to you directly by entities or facilities authorised by Europ Assistance.</p>
	<b>Management by other companies:</b>	There is no provision for management by other companies.
	<b>Time limit:</b>	<p><b>Travel cancellation costs cover</b> (mandatory) and <b>Delayed arrival reimbursement cover</b> (mandatory)</p> <p>All rights deriving from the insurance contract will expire two years after the occurrence of the event giving rise to the right. If a claim is filed, you are required to interrupt the time limit in writing.</p>
<b>Inexact or reticent declarations</b>	There is no further information over and above that supplied in the non-life IPID.	
<b>Obligations of the company</b>	<p><b>Travel cancellation costs cover</b> (mandatory) and <b>Delayed arrival reimbursement cover</b> (mandatory)</p> <p>Once the necessary documentation has been received, the validity of the cover has been verified and all necessary assessments performed, Europ Assistance determines the amount of the compensation due, notifies the concerned parties and makes payment within 20 days.</p>	



### When and how do I need to pay?

<b>Premium</b>	There is no further information over and above that supplied in the non-life IPID.
<b>Refund</b>	There is no provision for refunds.



### When does cover start and end?

<b>Term</b>	There is no further information over and above that supplied in the non-life IPID.
<b>Suspension</b>	There is no provision for suspension of the cover.



### How can I cancel the policy?

<b>Change of mind after agreement</b>	There is no rescission clause for a change of mind.
<b>Termination</b>	There are no termination clauses giving you the right to terminate the contract beyond any indicated in the section "When and how do I need to pay? - Reimbursement".



### Who is this product for?

The product is not suited for those who have not settled a trip and do not want to ensure the value of the trip in case of cancellation of the same.
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### What costs do I need to pay?

<b>intermediation costs:</b> the average proportion received by the intermediary is: 15%.
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### HOW CAN I FILE COMPLAINTS AND SETTLE DISPUTES?

<b>With the insurance company</b>	<p>You can submit any complaints regarding the contract or claims management by writing to Europ Assistance Italia S.p.A. - FAO Ufficio Reclami (Complaints Office) by means of:</p> <ul style="list-style-type: none"> <li>• Mail: Piazza Trento, 8 – 20135 Milan;</li> <li>• Fax: 02.58.47.71.28</li> <li>• Certified e-mail: <a href="mailto:reclami@pec.europassistance.it">reclami@pec.europassistance.it</a></li> <li>• E-mail: <a href="mailto:ufficio.reclami@europassistance.it">ufficio.reclami@europassistance.it</a>.</li> </ul> <p>Europ Assistance Italia S.p.A. will answer your complaint within 45 days of receipt, as envisaged by the law.</p>
<b>With IVASS</b>	<p>If you are not satisfied with the outcome of the complaint or if you have not received an answer from Europ Assistance Italia S.p.A. within the maximum terms of forty-five days, you can contact IVASS (the Italian Institute for the Supervision of Insurance) - Servizio Tutela del Consumatore (Consumer Protection Service)</p>

	<p>- via del Quirinale, 21 - 00187 Rome, fax 06/42.13.32.06, certified e-mail: <a href="mailto:ivass@pec.ivass.it">ivass@pec.ivass.it</a>, attaching the documentation relative to the complaint processed by Europ Assistance to your request.</p> <p>in the complaint, please specify:</p> <ul style="list-style-type: none"> <li>• first name, surname and domicile of the complainant, with telephone number if available;</li> <li>• identification of the individual(s) whose conduct is complained of;</li> <li>• a brief but complete description of the reason for the complaint;</li> <li>• a copy of the complaint made to the insurance company and any reply received from it;</li> <li>• all documents useful to providing a more complete description of the related circumstances.</li> </ul> <p>You can find the complaints submission form on the IVASS website at <a href="http://www.ivass.it">www.ivass.it</a>.</p>
<b>BEFORE INVOLVING THE LEGAL AUTHORITIES</b> , alternative systems may be used to settle the dispute, such as:	
<b>Mediation</b>	Contact a mediation organisation from those featured on the list of the Ministry of Justice, available for consultation on the website <a href="http://www.giustizia.it">www.giustizia.it</a> (Italian Law no. 98 of 09/08/2013).
<b>Assisted negotiation</b>	Through a request made by your lawyer to Europ Assistance Italia S.p.A.
<b>Other alternative dispute resolution systems</b>	<p><b>Insurance disputes on the determination and estimate of damage in the scope of policies covering the risk of damage (where envisaged by the Insurance Conditions).</b></p> <p>In the event of a dispute relating to the determination and estimate of the damage, a contractual appraisal is required to resolve this type of disputes if provided for by the policy terms and conditions. The request to begin the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri (Claims Settlement Office) – Piazza Trento, 8 – 20135 Milan, by letter sent recorded delivery with advice of receipt or certified e-mail to <a href="mailto:sinistri@pec.europassistance.it">sinistri@pec.europassistance.it</a>.</p> <p>If the dispute relates to policies covering the risk of damage for which the contractual appraisal has already been completed or if the dispute does not relate to the determination and estimate of the damage, the law establishes compulsory mediation as a condition for admissibility, with the right to opt for assisted negotiation first.</p> <p><b>Insurance disputes on medical matters (where envisaged by the Insurance Conditions).</b></p> <p>In the event of disputes relating to medical issues in connection with injury or illness policies, arbitration must be performed to settle such disputes, in accordance with the policy terms and conditions. The request to begin the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri (Claims Settlement Office) – Piazza Trento, 8 – 20135 Milan, by letter sent recorded delivery with advice of receipt or certified e-mail to <a href="mailto:sinistri@pec.europassistance.it">sinistri@pec.europassistance.it</a>.</p> <p>If the dispute relates to policies covering injuries or illnesses for which arbitration has already been attempted or if the dispute does not relate to medical matters, the law establishes compulsory mediation as a condition for admissibility, with the right to opt for assisted negotiation first.</p> <p>The foregoing is without prejudice to the right to seek remedy in court.</p> <p><b>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: <a href="http://ec.europa.eu/internal_market/finnet/index_en.htm">http://ec.europa.eu/internal_market/finnet/index_en.htm</a>).</b></p>
<b>FOR THIS CONTRACT, THE INSURANCE COMPANY DOES <u>NOT</u> HAVE AN AREA ON ITS WEBSITE RESERVED FOR THE CONTRACTING PARTY/INSURED PARTY (i.e., HOME INSURANCE), THEREFORE, AFTER SIGNING THE POLICY, YOU WILL <u>NOT</u> BE ABLE TO CONSULT SAID AREA OR USE IT TO REMOTELY MANAGE YOUR CONTRACT.</b>	
<b>DISCLOSURE FOR ONLINE SALES OF “REMOTE” INSURANCE POLICIES</b>	
<p>The proposed Insurance policy is defined, in accordance with Italian Legislative Decree no. 206/05, as a “remote contract”, i.e. a “contract agreed between a professional [Europ Assistance Italia S.p.A.] and the Consumer in the framework of an organised system for the remote sale or provision of services without the simultaneous, physical presence of the professional and the consumer, exclusively using one or more means of remote communication up to the signing of the contract and including the signing of the contract itself”.</p> <p>Please be informed that: Consumer is any natural person acting for purposes that do not come under the scope of their business or professional activities and “means of remote communication” means “any technique used to contact customers that, without the simultaneous physical presence of the distributor and the contracting party, can be used for the remote placement of insurance and reinsurance contracts”</p> <p>Europ Assistance Italia S.p.A. is a company authorised to carry out insurance activities under Ministerial Decree of 02 June 1993 (Official Journal no. 152 of 01 July 1993), with registered office in Italy at Piazza Trento 8, 20135 Milan.</p> <p>The proposed Insurance policy is briefly described in the non-life pre-contractual information document, the additional non-life pre-contractual information document and comprehensively in the insurance conditions; if these conditions coincide with your expectations, the premium due to finalise the contract is that specified in attached quotation.</p> <p>The Contracting Party has the right to choose to receive and send the pre-contractual documentation and the documentation envisaged by current legislation as hard copies or e-mails or to the website address indicated by electronic communication and to change their choice at a later date.</p> <p>The Contracting Party shall in any case have the right to request that the above documentation be re-sent as hard copies, at no extra cost.</p> <p>Europ Assistance will ask the Contracting Party to sign and re-send, purely for documentation purposes, a copy of the contract.</p> <p>Please remember that the Consumer may exercise their right to withdraw within 14 days of conclusion of the contract; this is without prejudice to the right of Europ Assistance Italia S.p.A. to withhold the amount due for the premium corresponding to the period for which the contract was in force.</p> <p>In accordance with Art. 67-duodecies, paragraph 5b, withdrawal does not apply to insurance policies lasting for less than one month.</p> <p>The right of withdrawal can be exercised by sending a letter sent recorded delivery with advice of receipt to: Europ Assistance Italia S.p.A. – Servizio Clienti (Customer Services) – Piazza Trento 8, 20135 Milan.</p> <p>Complaints may also be sent to the above addresses.</p>	

**ACCEPTANCE FORM**  
for the  
**EUROP ASSISTANCE ITALIA AGREEMENT**  
N° 39734Q

TRUAN \_\_\_\_\_

INSURED PARTY			
Surname:	<input type="text"/>	Name:	<input type="text"/>
Born on:	<input type="text"/>	in:	<input type="text"/>
Resident in:	<input type="text"/>		
Town/City:	<input type="text"/>	Postcode:	<input type="text"/>
		Province:	<input type="text"/>
Tax Code/VAT no.:	<input type="text"/>		

INSURED PARTIES		
	Surname	Name
2nd Insured Party	<input type="text"/>	<input type="text"/>
3rd Insured Party	<input type="text"/>	<input type="text"/>
4th Insured Party	<input type="text"/>	<input type="text"/>
5th Insured Party	<input type="text"/>	<input type="text"/>
6th Insured Party	<input type="text"/>	<input type="text"/>
No of Insured Parties	<input type="text" value="0"/>	

START DATE AND TERM OF COVER			
Travel/Stay start date from midnight on:	<input type="text"/>	Travel/Stay end date from midnight on:	<input type="text"/>
Travel booking Date/Stay	<input type="text"/>		

INSURANCE PREMIUM*			
Rate	5,00%	booked trip value	<input type="text"/>
<b>TOTAL PREMIUM</b>	<b>0,00 €</b>	of which Tax	<b>0,00 €</b>
* You can find the specification of the premium by class in the Insurance Conditions			

I hereby declare that I am aware that the contractor has signed Agreement no. 39734Q on behalf of its customers with Europ Assistance Italia S.p.A.

I hereby declare that I am signing this Acceptance Form and concurrently paying the premium for the policy I have chosen, which is specified in the Form in the INSURANCE PREMIUM section.

I am aware that my chosen holiday package includes an insurance product that covers the following risks: Trip Cancellation and Delayed Arrival Reimbursement Cover.

I declare that I have received a copy of the pre-contractual information pursuant to Art. 56 of IVASS Regulation no. 40/2018, in the manner agreed by the Contracting Party of the Agreement and Europ Assistance. I also declare that prior to signing this Acceptance Form, I received the Information required by IVASS Regulation no. 41/2018, including the Insurance Conditions Form TAD395/2 and the data processing disclosure. I undertake to inform any other Insured Parties of the Insurance Conditions and the data processing disclosure; consequently, they may not claim unawareness of such.

I hereby acknowledge, in accordance with Art. 180 of Italian Legislative Decree no. 209/2005, that the Contracting Party of the Agreement and Europ Assistance have agreed that the insurance contract shall be governed by Italian legislation and I accept what they have agreed.

\_\_\_\_\_  
Date and Contracting Party's signature

**Personal Data Protection**

I have read the data processing disclosure and undertake to inform any other parties, including the damaged parties, whose personal data could be processed in order to manage the policy, of the content of such disclosure.

\_\_\_\_\_  
Date and Contracting Party's signature

I further declare that I specifically approve, in accordance with Articles 1341 and 1342 of the Italian Civil Code, the following articles of the Insurance Conditions:

Art. Other insurance policies;  
Art. Premium;  
Art. Personal Data Processing;  
Art. Subject of the Insurance;  
Art. Exclusions;  
Art. Obligations of the Insured Party in the event of a claim;  
Art. Limitations

\_\_\_\_\_  
Date and Contracting Party's signature

**WARNINGS**

Any untruthful, inexact or incomplete declarations made by the subject entitled to provide the information required to sign the contract may jeopardise the right to the provision/cover.

For this contract, the company does not have an area of its website reserved for the Insured Party ("home insurance"); therefore, after signing the policy, you will not be able to consult said area or use it to manage your personal data included on the contract.

If you have purchased the policy online, please complete and sign this Acceptance Form and return it to Europ Assistance as follows:

- fax 02/58.47.70.67

or

- e-mail webto@europassistance.it

or

- post to Europ Assistance Italia S.p.A. c/o Contracts Portfolio Management - Piazza Trento n. 8 - 20135 Milan

# "HOSPITALITY CANCELLATION"

Insurance Conditions of Agreement signed  
by and between



Europ Assistance Italia S.p.A.



Europ Assistance Italia S.p.A. having its registered office in Piazza Trento 8, Milan – 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.

(hereinafter referred to as Europ Assistance)  
and

the Accommodation structure indicated in Policy Form Mod.TAD395/1  
(hereinafter referred to as the "Contracting Party")

**ALLE YOU MAY VOLUNTARILY TAKE OUT THE COVER DESCRIBED IN THE INSURANCE CONDITIONS IF YOU SIGN THE ACCEPTANCE FORM.**

Version 12.05.2021

Card no. TRUAN + File no.

## INSURANCE CONDITIONS FORM TAD395/2

### GENERAL INSURANCE CONDITIONS FOR THE INSURED PARTY

#### Art. 1. - OTHER INSURANCE POLICIES

You may be insured with several insurance companies for the same Risk.  
If a Claim occurs, you must inform all the insurance companies with which you are insured for the same Risk, including Europ Assistance, of the existence of other insurance companies covering the same Risk. In this case, Art. 1910 of the Italian Civil Code applies.

*Article 1910 of the Italian Civil Code aims to prevent the Insured Party, with more than one insurance policy covering the same Risk taken out with different insurance companies from receiving a total sum greater than the damage suffered. For this reason, in the event of a claim, the Insured Party must inform each insurance company of all the insurance policies taken out with the others, for the same Risk.*

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

The Policy is governed by Italian law.  
Italian law shall apply to all matters not specifically written in this Policy and for all rules of jurisdiction and/or competence of the court.

#### Art. 3. - TIME LIMITS

All your claims against Europ Assistance are time-barred to two years of the date of the Claim. In civil liability insurance, the two years commence from the day on which the injured party sued you or asked you for compensation. In this case, Art. 2952 of the Italian Civil Code applies.

If a claim is filed, you are required to interrupt the time limit in writing.

*Eg: if the Insured reports a Claim after the maximum term of two years established by the Civil Code, he will not be entitled to compensation.*

#### Art. 4. - PAYMENT CURRENCY

In Italy, you receive the Compensation in Euro. If you claim Compensation for expenses incurred in countries that are not members of the European Union or members of the European Union that do not have the Euro as their currency, Europ Assistance calculates the Compensation by converting the amount of expenses you have had into Euro. Europ Assistance calculates the Compensation on the basis of the Euro exchange rate in relation to the currency of the country in which you incurred the expenses on the day of issue of the invoice.

#### Art. 5. - WITHDRAWAL IN THE EVENT OF A CLAIM

After each claim has been reported and up to 60 days after payment or refusal of payment, you can withdraw from the Policy by writing to Europ Assistance a letter sent recorded delivery with advice of receipt. The withdrawal is effective 30 days after the date on which Europ Assistance received your letter sent recorded delivery with advice of receipt. In the following fifteen days, Europ Assistance will reimburse you for the part of the premium relating to the period of risk not taken, withholding taxes.

Europ Assistance may also exercise its faculty to withdraw after a claim, providing the same thirty days' notice.

Collection or payment of premiums expired after you have reported the Claim or after any other act by the Insured Party or Europ Assistance shall not be interpreted as a waiver of the right to withdraw.

Europ Assistance undertakes to terminate the management of claims in progress on the effective date of withdrawal and the management of claims that occur before withdrawal and reported after it, provided that they are within the terms set out in the article "Obligations of the Insured Party in the event of a claim" of these Insurance Conditions.

#### Art. 6. - PREMIUM

The premium given by the rate of 5.00% applied to the entire value of the travel reserved. (Tax rate 21.25%)

#### Art. 7. - TAX CHARGES

The premium also includes taxes, which are beyond the scope of Europ Assistance's control and that you are legally required to pay.

#### Art. 8. - DECLARATIONS RELATING TO RISK CIRCUMSTANCES

When you adhere to the Policy, you must check that you have provided truthful, exact 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 Contracting Party. If you fail to comply with these obligations, you may lose all or part of your right to compensation/reimbursement/provision of Assistance Services.

#### Art. 9. - WORSENING OF THE RISK

You must notify Europ Assistance, through the Contracting Party, of any changes that entail a worsening of risk. Failure to provide such notification may result in the total or partial loss of the right to receive compensation/reimbursement/provision of Assistance Services, in addition to the cessation of insurance in accordance with Art. 1898 of the Italian Civil Code.

#### Art. 10. - REDUCTION OF THE RISK

If the risk should reduce, Europ Assistance must reduce the premium or premium instalment after your communication and waiver of the related right of withdrawal.

#### Art. 11. - PERSONAL DATA PROCESSING

Europ Assistance may become aware of and use the personal data of other people when providing you with the Cover. In subscribing the Policy, 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 health-related data for insurance purposes. You may use the following consent formula: "I have read the Data Processing Disclosure and consent to the processing of my personal data relating to health necessary to the management of the Cover by Europ Assistance Italia and the subjects indicated in the Disclosure."

### SECTION I - DESCRIPTION OF COVER



What is insured?

#### Art. 12. - SUBJECT OF THE COVER

##### A) TRAVEL CANCELLATION COVER

You can request the travel or rental cancellation costs guarantee when you have to cancel or modify the booked trip, for reasons or events that can be objectively documented, unforeseeable and that are not known to you at the time of travel confirmation and that prevent you from participating in the trip they affect:

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

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

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

Europ Assistance will indemnify the penalty, applied contractually by the Tour Operator:

- to you
- and, as long as they are insured and registered in the same booking:
- to your family members;
- to one of your travel companions.

If several Insured Parties are listed in the same booking to travel together and at the same time, and none are members of your family unit, you shall specify only one person as "travel companion".

Europ Assistance reimburses the full amount of the penalty charged for the cancellation or change of Travel up to the maximum of Euro 5,000.00 for the entire stay booked. There will be no pro rata reimbursements.

Europ Assistance does not reimburse the handling costs (e.g. registration fee and club cards) and insurance premiums.

Please note!

This cover envisages a Percentage Excess charge. See the Article "Limitations of Cover" in Section II.

The Percentage Excess does not apply:

- in the event of a change and/or forced renunciation of travel due to hospitalisation (excluding Day Hospital and Accident and Emergency)
- in the event of death.

#### B) DELAYED ARRIVAL REIMBURSEMENT COVER

Europ Assistance will reimburse you and, as long as insured and Travelling with you, the members of your family unit or one of your travel companions, for the cost of the first night missed at the Accommodation Structure booked, up to a maximum of Euro 100.00 per person and per room/housing unit, with a limit of Euro 250.00 per night for any of the following causes:

- failure/incident involving the Vehicle you are using to reach the accommodation structure;
- natural events that prevent you from taking the first means of transport envisaged to reach the accommodation structure (e.g. ferry, aeroplane, train).



Where is the cover valid?

#### Art. 13. - TERRITORIAL SCOPE

Indicate the countries where the accident occurs for which you can request covers and in which you are staying.

**Trips to the following countries are not insured:**

**Afghanistan, Antarctica, Cocos, South Georgia, Greenland, Heard and Mc Donald, Bouvet Island, Christmas Island, Pitcairn Island, Chagos Islands, Falkland Islands, Marshall Islands, Minor Islands, Solomon Islands, Wallis and Futuna Islands, Kiribati, Micronesia, Nauru, Niue, Palau, Western Sahara, Samoa, Saint Helena, Somalia, French Southern Lands, West Timor, East Timor, Tokelau, Tonga, Tuvalu, Vanuatu.**



When does Cover start and end?

#### Art. 14. - START DATE AND TERM

The covers begin with the date when the Travel is booked and ends when the Travel starts. The start of Travel is the time of check-in at the Accommodation Structure.

### SECTION II - EXCLUSIONS AND LIMITATIONS OF COVER



What is not insured?

#### Art. 15. - GENERAL EXCLUSIONS FOR ALL COVER

All cover excludes claims caused by:

- a) wilful misconduct or gross negligence;
- b) flooding, deluge, volcanic eruptions, earthquakes, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles (except as indicated in the individual cover);
- c) wars, strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism.
- d) epidemics or pandemics on the basis of that declared by the World Health Organisation, except for Covid-19;
- e) indirect consequences of the COVID-19 epidemic/pandemic;
- f) all else not indicated under the Art. entitled "Subject of the Insurance" to the individual provisions/cover.

The following cases are also excluded:

- Failure to comply with orders/rules issued by the supervisory bodies/host countries or countries of origin;
- consequences due or attributable to quarantines or other measures restricting free movement ordered by the competent authorities to isolate the municipality/extended areas in which the Accommodation Structure where you are staying is located.

Without prejudice to the provisions of the individual Cover, it does not include expenses due/consequent 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 Travel or through which you will transit in order to reach your destination.

For TRAVEL CANCELLATION COVER, you are not insured if cancellation depends on or is caused by:

- a. theft, robbery, loss of identification and/or travel documents;
- b. mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia manic-depressive forms and related consequences/complications;
- c. state of pregnancy or consequent pathological situations in cases where conception was prior to the date on which travel was booked;
- d. injury, illness or death that occurs before the scheduled confirmation of travel;
- e. consequences and/or complications of injuries that took place prior to confirming the travel;
- f. illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the travel was confirmed;
- g. bankruptcy of the Accommodation Structure, of the Tour Operator/Travel Agency or of the carrier;
- h. cancellation by the Accommodation Structure;
- i. failure to send the communication (pursuant to the section "OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM") before the Travel start date, except for cases of cancellation caused by death or hospitalisation of at least 24 consecutive hours (excluding Day Hospital and Accident and Emergency) of a family member.

Deposits and/or advances that are not justified by penalty tax documents are also excluded.

ARRIVAL DELAY COVER also excludes:

bankruptcy or strikes of the Carrier.



Are there limits to cover?

#### Art. 16. - INTERNATIONAL SANCTIONS

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

#### Art. 17. - LIMITS TO THE COVER

##### - TRAVEL LIMITS

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.

##### - SUBSCRIPTION LIMITS

You must subscribe the policy within 24 hours of booking the Trip.

##### TRAVEL CANCELLATION COVER

##### - FORM OF INSURANCE

This policy cover is valid if you subscribe it for the entire cost of your travel. If the Policy covers just part of the travel value, Europ Assistance will reimburse the penalty proportionally to the value of the insured travel. (Art. 1907 of the Italian Civil Code proportional rule).

##### - EXCESS CLAUSE

This cover is subject to the following percentage excess charges:

- 1) 15%, in the event of renunciation and/or change of travel for any reason other than hospitalisation or death.
- 2) 25% in the case of Stays the regulation of which envisages a penalty of 100% from the 30th day before the departure date.

**Deductible example:**

if the agreed deductible is a fixed sum of Euro 50.00:  
expenses lower than Euro 50.00 will not be compensated  
expenses amounting to more than Euro 50.00 will be reimbursed after a Euro 50.00 deduction (within the limits of the maximum cover).

Specialist visit Euro 150.00  
Fixed excess Euro 50.00  
Reimbursement Euro 100.00

**Example of percentage excess:**

estimated amount of damages Euro 100.00  
15% excess Euro 15.00  
indemnifiable/reimbursable damages within the limits to liability Euro 85.00 (Euro 100.00 - Euro 15.00)

- travel program and regulations;
- travel documents (visas, etc.);
- travel confirmation contract.

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

- confirmation of the purchase of the ticket or similar document or receipt of payment for the same;
- copy of the canceled air / sea ticket certifying the amounts charged to the customer.

*If the travel is cancelled due to a positive Covid-19 test:*

- results of the positive Covid-19 tests (swab and/or blood test);
- certificate of the Hospital where were hospitalised for Covid-19.

**B) ARRIVAL DELAY COVER**

File a claim report **within 10 days of when the claim took place** and send the following data/documents:

- document attesting to the booking of the room/unit with the Accommodation Structure showing the date of the stay;
- documentation attesting to the failure/incident involving the Vehicle.

**For the claims management of all cover:**

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

**You are obliged to provide them.**

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

**This is established by the Italian Civil Code under Art. 1915.**

**Art. 1915 of the Italian Civil Code:** this article explains what happens to the insured party if they do not report the claim to their insurer in the time in which they requested it.

The insurer shall indemnify the insured party against the damage suffered by the insured party.

If the insured party deliberately acts in such a way as to cause or aggravate the damage, the insurer may not pay for it.

If the insured party involuntarily causes or aggravates the loss, the insurer may pay less.

**Art. 19. - DAMAGE SURVEY AND CLAIMS SETTLEMENT CRITERIA**

**- PAYMENT OF INDEMNITY (Valid for all Cover except for Assistance)**

After having received the required documents from you, having verified that the Cover is valid and having conducted the necessary assessments, Europ Assistance establishes the Indemnity/Per Diem/refund due to you and informs you of it.

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

**In the event of death, before Europ Assistance has paid the Indemnity/refund, your heirs will be entitled to receive the payment that would have been due to you, merely by showing their entitlement to Indemnity/refund by providing Europ Assistance with the documentation required under the Art. entitled "Obligations of the Insured Party in the event of a Claim".**

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



**What are your obligations? What are your insurer's obligations?**

**Art. 18. - OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM**

**FOR ALL COVER OTHER THAN ASSISTANCE**

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

- access the portal <https://sinistrionline.europassistance.it> or website [www.europassistance.it](http://www.europassistance.it) in the CLAIMS section. Follow the instructions.

or

- by writing a letter sent recorded delivery with advice of receipt to **Europ Assistance - Ufficio Liquidazione Sinistri (Claims Settlement Office) (indicating the cover for which you are reporting the claim) - Piazza Trento, 8 20135 Milan**

You must provide the following data/documents:

- your name, surname and address;
- your telephone number;
- The Europ Assistance card number + case no.;
- the circumstances of the event;
- the date on which the claim took place;
- the place where you or the persons responsible for the claim can be contacted.

**The time frame for reporting the claim is indicated in the individual cover.**

**ADDITIONALLY, FOR EACH COVER, YOU WILL NEED TO PROVIDE US WITH ADDITIONAL INFORMATION/DOCUMENTS, AS SPECIFIED BELOW:**

**A) TRAVEL CANCELLATION COVER**

*In the event of a Claim, you must notify the accommodation structure of your formal renunciation of the Travel and **make a report within 5 days of the onset of the cause of the renunciation and in any case by the travel start date if the terms of 5 days fall after the travel start date.***

*If the renunciation of travel is caused by illness and/or injury, you must also specify:*

- the type of pathology;
- the pathology start and end.

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

- copy of the Europ Assistance card;
- original documentation able to provide objective proof of the cause of renunciation/change;
- documentation showing the connection between yourself 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 true copy of the original medical record;
- in the event of death, the death certificate;
- travel registration form or similar document;
- receipts (deposit, balance, penalty) of payment of the Travel booked;
- document attesting to confirmation of the Travel booked, issued by the Contracting Party;
- invoice relating to the penalty charged, issued by the Contracting Party;
- copy of the canceled ticket;

## COMPLAINTS

Any complaints concerning the contract or claims management must be submitted in writing to: Europ Assistance Italia S.p.A. – Ufficio Reclami (Complaints Office) – Piazza Trento 8, 20135 Milan; fax: 02.58.47.71.28 – certified e-mail: [reclami@pec.europassistance.it](mailto:reclami@pec.europassistance.it) - e-mail: [ufficio\\_reclami@europassistance.it](mailto:ufficio_reclami@europassistance.it).

If you are not satisfied with the outcome of the complaint or if you have not received an answer within the maximum terms of forty-five days, you may contact IVASS (the Italian Institute for the Supervision of Insurance) - Servizio Tutela del Consumatore (Consumer Protection Service) - via del Quirinale, 21 - 00187 Rome, fax: 06.42.13.32.06, certified e-mail: [ivass@pec.ivass.it](mailto:ivass@pec.ivass.it), attaching the documentation relative to the complaint processed by Europ Assistance to your request. In these cases, and for claims relating to compliance with sector-specific legislation to be submitted directly to IVASS, the complaint must specify:

- first name, surname and domicile of the complainant, with telephone number if available;
- identification of the subject(s) whose conduct is being complained of;
- a brief but complete description of the reason for the complaint;
- a copy of the complaint made to Europ Assistance Italia and any reply received from it;
- all the 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](http://www.ivass.it). Before involving the Legal Authorities, alternative systems may be used to settle the dispute, as envisaged by law or convention.

- **Mediation:** contact a mediation organisation from those featured on the list of the Ministry of Justice, available for consultation on the website [www.giustizia.it](http://www.giustizia.it) (Italian Law no. 98 of 9/8/2013);
- **Assisted negotiation:** through a request made by your lawyer to Europ Assistance Italia S.p.A.

### **Insurance disputes on the determination and estimate of damage in the scope of policies covering the risk of damage (where envisaged by the Insurance Conditions).**

In the event of disputes relating to the determination and estimate of the damage, a contractual appraisal is required to resolve this type of disputes if provided for by the Insurance Conditions. The request to begin the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri [Claims Settlement Office] – Piazza Trento, 8 – 20135 Milan, by means of letter sent recorded delivery with advice of receipt or certified e-mail [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it).

If the dispute relates to policies covering the risk of damage for which the contractual appraisal has already been completed or if the dispute does not relate to the determination and estimate of the damage, the law establishes compulsory mediation as a condition for admissibility, with the right to opt for assisted negotiation first.

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

In the event of disputes relating to medical issues in connection with accident or illness policies, arbitration must be performed to settle such disputes, in accordance with the Insurance Conditions. The request to begin the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri [Claims Settlement Office] – Piazza Trento, 8 – 20135 Milan, by means of letter sent recorded delivery with advice of receipt or certified e-mail [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it). The arbitration will be held at the site of the Forensic Medicine Institute nearest to your place of residence.

If the dispute relates to policies covering accident or illness for which arbitration has already been attempted or if the dispute does not relate to medical matters, the law establishes compulsory mediation as a condition for admissibility, with the right to opt for assisted negotiation first. The foregoing is without prejudice to the right to seek remedy in court.

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](http://ec.europa.eu/internal_market/finnet/index_en.htm)).

### **Europ Assistance Italia S.p.A.**

Sede sociale, Direzione e Uffici: Piazza Trento, 8 - 20135 Milano - Tel. 02.58.38.41 - [www.europassistance.it](http://www.europassistance.it)  
Indirizzo posta elettronica certificata (PEC): [EuropAssistanceItaliaSpA@pec.europassistance.it](mailto:EuropAssistanceItaliaSpA@pec.europassistance.it)  
Capitale Sociale Euro 12.000.000,00 i.v. - Rea 754519 - Partita IVA 01333550323 - Reg. Imp. Milano e C.F.: 80039790157  
Impresa autorizzata all'esercizio delle assicurazioni, con decreto del Ministero dell'Industria, del Commercio e dell'Artigianato n. 19569 del 2/6/93 (Gazzetta Ufficiale del 1/7/93 N. 152) - Iscritta alla sezione I dell'Albo delle Imprese di assicurazione e riassicurazione al n. 1.00108 - Società appartenente al Gruppo Generali, iscritto all'Albo dei Gruppi assicurativi - Società soggetta alla direzione e al coordinamento di Assicurazioni Generali S.p.A.

[www.europassistance.it](http://www.europassistance.it)



## DATA PROCESSING DISCLOSURE

### 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 injuries and information about criminal offences and sentences. There are rules<sup>1</sup> that govern Personal Data to protect it from incorrect use. Europ Assistance Italia complies with these rules and this is another reason why it wishes to inform you about what it does with your Personal Data<sup>2</sup>.

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) - Piazza Trento 8 - 20135 Milan or e-mail [UfficioProtezioneDati@europassistance.it](mailto: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 for the following *insurance purposes*:

- carry out the activity that is required by the policy or to provide BENEFITS and COVER; to carry out the insurance business, i.e. for example to propose and manage the Agreement, collect premiums, perform reinsurance, controls and statistics; your common Data which may also relate to your position, is processed for contractual fulfillment; *automated decision-making processes*<sup>3</sup> are used in the online budgeting and purchase process of some policies and in some BENEFITS and COVER management processes;
- to carry out the insurance business, to prevent and identify fraud, to take any legal action and inform the Authorities of possible crimes, for credit recovery, to make infra-group communications, to protect the security of company assets (e.g., buildings and computers), develop IT solutions: your Data is processed in the legitimate interests of the company and third parties;
- to carry out the activities envisaged by the law, such as, for example, the storage of Policy and claim documents; to answer requests made by the authorities, such as, for example, the Carabinieri (military police force), IVASS (the Insurance Supervisory Institution); your Data is 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 and BENEFITS.

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

Through its employees, collaborators and external subjects/companies<sup>4</sup>, Europ Assistance Italia uses the Personal Data it has obtained from you or others (such as, for example from the Contracting Party of the Agreement, one of your close family members or your attending physician, a travel companion or a supplier), either on paper or on computers or applications.

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<sup>5</sup>.

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 have the right to obtain information relating to the transfer of your Personal Data outside the European Union. You may do so 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, agreeing a Policy, requesting 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 yourself 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 aspects not specified herein, storage terms are ten years, as per Article 2220 of the Italian Civil Code or other specific terms envisaged by current legislation.

<sup>1</sup> The EU General Data Protection Regulation 2016/679 (hereinafter referred to as the "GDPR") and primary and secondary Italian legislation.

<sup>2</sup> Europ Assistance Italia operates as Data Controller in accordance with the provisions of the GDPR.

<sup>3</sup> By automated decision-making processes we mean that management process that does not require 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 the Customer Service, in relation to the Benefits you can call the Organizational Structure and for the Cover you can write to the Claims Settlement at the contacts on the website [www.europassistance.it](http://www.europassistance.it) and on the Policy.

<sup>4</sup> These subjects, in accordance with the GDPR, 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.

<sup>5</sup> To the Contracting Party of the Agreement, 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. The information on the data processing of private and public subjects operating in the insurance sector and of other subjects carrying out technical, organizational, operational tasks that act as Data Controllers are located at the same (e.g. at suppliers) and / or on [www.europassistance.it](http://www.europassistance.it).

#### 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 I exercise my rights to protect my 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](http://www.garanteprivacy.it).

#### How can I exercise my rights to protect my 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;
- if the treatment that the Data Controller has put in place is based on your consent, to revoke the consent given, notwithstanding that the revocation of the consent previously given does not remove the lawfulness of the treatment carried out before the revocation, at any time

you can write to:

Ufficio Protezione Dati (Data Protection Office) - Europ Assistance Italia SpA - Piazza Trento, 8 - 20135 Milan,  
or e-mail: [UfficioProtezioneDati@europassistance.it](mailto: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](http://www.europassistance.it) where more information is available on the personal data protection policies adopted by Europ Assistance Italia.

## ANNEX A - GLOSSARY

### ANNEX A - GLOSSARY

**Insured Party:** natural person who has booked a room/unit with the Contracting Party and will stay there during the term of the Policy and purchases this policy from the Contracting Party or through a site with an Italian domain name. The name of the Insured Party, (whom we address as "you") is stated in the Subscription Form.

**Home:** Insured Party's usual dwelling and/or declared place of residence.

**Insurance Conditions:** clauses of the Policy that contain: the General Insurance Conditions for the Insured Party, a description of the Cover, exclusions and limitations of Cover and the obligations of the Insured Party and Europ Assistance.

**Contracting Party:** the Accommodation Structure, with registered office in Italy, the Republic of San Marino, the Vatican City State, whose data is indicated in the Policy Form Mod.TAD395/1, that signs the Policy on behalf of its Clients and bears the cost thereof.

**Travel Companion:** the person travelling with you and who is insured with this policy.

**Indirect consequence:** any situation not due to testing positive for COVID-19 that involves you and/or your family members/travel companion.

**Europ Assistance:** The insurance company, i.e. Europ Assistance Italia S.p.A. at Piazza Trento n. 8 - 20135 Milan, authorised by Decree of the Ministry for Industry and Trade and Crafts no. 19569 of 02 June 1993 (Official Journal no. 152 of 1 July 1993) and registered with section I of the List of insurance and reinsurance companies under no. 1.00108. Europ Assistance is a Generali Group company, registered with the Official Roll of Insurance Groups, managed and coordinated by Assicurazioni Generali S.p.A.

**Natural events:** atmospheric events (e.g. rain, hail, wind), the violence of which can be seen on multiple entities or is of exceptional scope and all those events defined as natural disasters, such as flooding, volcanic eruption, avalanches, snow slides and tsunamis.

**Family member:** the spouse, live-in companion more uxorio, children, parents, siblings, sons/daughters-in-law, grandparents, grandchildren, nieces, nephews, mothers/fathers-in-law, brothers/sisters-in-law and all others living with the insured party as long as such is proven by a valid personal data certificate.

**Fixed Excess:** the sum paid by yourself when the claim is liquidated.

**Cover:** the insurance, other than assistance insurance and for which, in the event of a claim, Europ Assistance recognises indemnity.

**Indemnity/Compensation:** the amount paid to you by Europ Assistance in the event of a claim.

**Injury:** the event caused by a violent, external Act of God. The only, direct consequence of the injury are objectively evident physical injuries causing death, permanent disability or temporary disability.

**Healthcare Institute:** the public hospital, clinic or care home, whether in an agreement with the National Health Service or private, duly authorised to provide hospital assistance. Thermal baths are excluded, along with convalescence and residential homes, dietary and beauty clinics are not considered as healthcare institutes.

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

**Chronic illness:** illness that has, in the last 12 months, involved diagnostic investigations, hospital stays or treatment/therapy.

**Sudden illness:** illness of acute onset that was not known prior to starting Travel.

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

**Maximum Cover/Amount Insured:** the maximum amount paid by Europ Assistance in the event of a Claim.

**Policy:** the insurance agreement between Europ Assistance and the Contracting Party, entered into for the benefit of the Contracting Party's customers, with the Cover described in the Insurance Conditions. The Policy consists of the General Insurance Conditions for the Contracting Party and the Insurance Conditions.

**Premium:** the amount due to Europ Assistance.

**Residence:** the place in which you live, as shown on a residency certificate.

**Hospitalisation:** a stay in a Healthcare Institute involving at least one night. **For the purposes of calculating the days of hospitalisation, it is agreed that the days when the Insured Party enters the hospital and leaves the hospital are considered one day only, regardless of when they are admitted and when they are discharged.**

**Risk:** the probability that the claim occurs.

**Claim:** the damaging event for which the service/insurance guarantee is recognised.