

**INSURANCE CONDITIONS Form 17482 ED. 01.05.2020**

**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) - 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, 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](http://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 - 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.

[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:** DH VILLAS DI LUCHINI ALESSANDRA & C. S.N.C., 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.

**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.

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

**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 PROCESSING

Europ Assistance may become aware of and use the personal data of other people when providing you with the Cover. You undertake to provide these persons with the Data Processing Disclosure and to obtain 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 - 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.

**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.

**Travel/Trip:** the stay or lease as resulting from the contract or travel document issued by the Contractor.

#### SPECIAL SECTION CONDITIONS

##### Art. 6. INSURED PARTIES

The following are insured:

➤ the natural person who purchased the trip to the Contractor.

##### Art. 7. 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 confirming travel, affecting:

- the Insured Party him/herself directly and/or his/her family members;

- the copartner/joint-owner of the associated firm/business directly;

Europ Assistance will reimburse the penalty, applied contractually by the Tourist Operator:

- to the Insured Party

and, as long as they are insured and registered in the same travel file:

- to live-in family members;

- to one of the Travel Companions.

If several insured parties are registered to travel together at the same time, for lack of any other persons of the same family nucleus living with the Insured Party, the latter shall specify a single person as his/her "Travel Companion".

##### Art. 8. EXCLUSIONS

The guarantee excludes cases of renunciation caused by:

a. **misconduct of the Insured Party or serious negligence;**

b. **theft, robbery, loss of identification and/or travel/stay/rental documents;**

c. **mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;**

d. **state of pregnancy or consequent pathological situations in cases where conception was prior to the date on which stay/travel was booked;**

e. **injury, illness or death occurring prior to confirmation of stay/travel;**

f. **illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the stay/rental was confirmed;**

g. **consequences and/or complications of injuries that took place prior to confirming the stay/travel;**

h. **situations of armed conflict, invasion, acts by foreign enemies, hostilities, war, strikes, uprisings, popular tumult, acts of terrorism, earthquakes, volcanic eruptions, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration, radiation caused by the artificial acceleration of atomic particles;**

i. **bankruptcy of the Carrier or Travel Agency or Organiser of travel/stay/rental;**

j. **epidemics classed as pandemics, of such a severity and virulence as to entail a high level of mortality or to require restrictive measures in order to reduce the risk of transmission to the civil population, quarantine;**

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

l. **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.**

##### Art. 9. OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

In the event of forced renunciation of stay or rental, the Insured Party must:

- **within five calendar days of the onset of the cause of the renunciation and in any case before the stay/rental start date, make a declaration - by accessing the portal <https://sinistrionline.europassistance.it> and following the instructions (or accessing the website [www.europassistance.it](http://www.europassistance.it), claims section, directly) or must send a fax to 02.58.47.70.19, with a written declaration addressed to: Ufficio Liquidazione Sinistri (Annullamento Viaggio/soggiorno) (Claims Liquidation Office (Travel/Stay Cancellation)) - Europ Assistance Italia S.p.A.**

- **Piazza Trento, 8 – 20135 Milan, specifying:**

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

- **Europ Assistance card number**

- **the reason for the cancellation;**

- **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 to stay/rental is caused by illness and/or injury, the declaration must also specify:**

- **the type of pathology;**

- **the pathology start and end.**

Within 15 days of the above declaration, the Insured Party must also provide Europ Assistance Italia S.p.A. with the following documents:

- **copy of the Europ Assistance card if held by the Insured Party;**

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

- **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 true copy of the original medical record;**

- **in the event of death, the death certificate;**

- **stay/rental registration document or similar document;**

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

- **billing statement of confirmation as issued by the Travel Agency/Organisation;**

- **invoice of the Travel Agency/Organisation in relation to the penalty charged;**

- **travel regulation and programme of stay/rental;**

- **travel/stay/rental documents (visas, etc.).**

**Europ Assistance has the right to gain possession of travel and/or rental documents not used by the Insured Party.**

**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. 10. CRITERIA FOR LIQUIDATION OF THE DAMAGES

The penalty charged against the Insured Party will be reimbursed in full, not including file management fees, agency fees and registration fees, for total cancellation of the practice, up to the maximum of Euro 15,000.00 per file. It is agreed that individual travel shares will not be recognised.

Europ Assistance reimburses the cancellation penalty:

1. in the event of forced renunciation of stay/rental 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 not caused by hospitalisation or death, the penalty will be refunded with the application of a deductible amount equal to 20% of the total penalty; if the penalty should exceed the maximum cover, the deductible amount will be calculated on the latter.

It is agreed that the calculation of the reimbursement will be equivalent to the percentages 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 the trip after the event, any greater penalty will be at his/her expense.

##### Art. 11. 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. 12. EFFECTIVE DATE AND DURATION OF COVERAGE

This guarantee is valid from 24.00 on the day of the confirmation of the trip and will remain in force until check in at the structure booked.

##### Art.13. INTERNATIONAL SANCTIONS

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

You may verify the updated list of countries subject to sanctions using the following link:

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

Furthermore, the Policy is not valid 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 that you were in Cuba in compliance with US laws.

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

EUROP ASSISTANCE ITALIA S.p.A.

##### 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 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 Liquidation Office) – Piazza Trento, 8 – 20135 Milan, by letter sent recorded delivery with advice of receipt or certified e-mail to [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 Liquidation Office) – Piazza Trento, 8 – 20135 Milan, by letter sent recorded delivery with advice of receipt or certified e-mail to [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 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): [EuropAssistancettaItaliaSpA@pec.europassistance.it](mailto:EuropAssistancettaItaliaSpA@pec.europassistance.it)  
Capitale Sociale Euro 12.000.000,00 i.v. - Rea 754519 - Partita IVA 01333550323 - Reg. Imp. Milano e C.F.: 80039790151  
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)

