

“HOTELTURIST 40308Q”



Europ Assistance Italia S.p.A. with registered office in Assago (MI), Via del Mulino, 4 - A company authorised to carry out insurance business under the decree of the Ministry of Industry and Trade no. 19569 of 2 June 1993 (Gazzetta Ufficiale of 1 July 1993 no. 152) Registered in section I of the Register of Insurance and Reinsurance Companies under no. 1.00108 - Company belonging to the Generali Group, registered in the Register of Insurance Groups Company managed and coordinated by Assicurazioni Generali S.p.A..

(hereinafter – Europ Assistance)

and

Europ Assistance Italia S.P.A.

Policyholder: HOTELTURIST S.p.A. with registered office in Padua, Via Egidio Forcellini no. 150 - VAT no. 01620970903



(hereinafter – the Policyholder)



in favour of customers of the Policyholder (hereinafter called the Insured) meaning the Insured pursuant to Article 1891 of the Italian Civil Code

Edition 18.12.2021

HTSC Card No. + TRAVEL File No.

TERMS AND CONDITIONS OF INSURANCE - FORM 21479

GENERAL TERMS AND CONDITIONS OF INSURANCE FOR THE INSURED

Art. 1. - OTHER INSURANCE

You may be insured with several insurance companies for the same Risk.

In the event of a claim, you must inform all 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, Article 1910 of the Italian Civil Code applies.

The purpose of Article 1910 of the Italian Civil Code is to avoid the case where the Insured, with several insurance policies for the same Risk with different companies, receives a total sum greater than the damage sustained. For this reason, in the event of a claim, the Insured must inform each company of all insurance policies taken out with the others for the same Risk.

Art. 2. - GOVERNING LAW AND JURISDICTION

The Terms and Conditions of Insurance are governed by Italian law.

For all matters not contemplated in the Terms and Conditions of Insurance and for all rules of jurisdiction and/or the competency of the judge, Italian law shall apply.

Art. 3. - TIME LIMITATION

Any claim you may have against Europ Assistance shall be limited to a period of two years from the date when the claim is made. In liability insurance, the two-year period starts from the day when the injured party claimed compensation from you or sued you for damages. In this case, Article 2952 of the Italian Civil Code applies.

For cover other than Assistance, in the event of a claim being made and pending legal proceedings, you are obliged to interrupt the time limitation periods in writing.

It should be noted that pending legal proceedings are not considered as a cause of stopping the time limitation period.

Example: if the Insured reports an Event after the maximum deadline of two years established by the Italian Civil Code, he/she will not be entitled to Compensation.

Art. 4. - PROFESSIONAL SECRECY

You must release the doctors who have to examine your claim and your state of health from their obligation to maintain professional secrecy with Europ Assistance.

Art. 5. - PROCESSING OF PERSONAL DATA

Europ Assistance may become aware of and use other people's personal data when providing you with cover. You must make these individuals aware of the Privacy Notice and obtain their written consent to the processing of their health data for insurance purposes. You can use the following consent form: "I have read the privacy notice on data processing and consent to the processing of my personal data relating to health necessary for the management of the policy by Europ Assistance Italia and the parties indicated in the notice".

SECTION I - DESCRIPTION OF THE COVER



What is insured?

Art. 6. - SUBJECT-MATTER OF INSURANCE

ASSISTANCE COVER

remember that you can use the assistance services under Policy No. 40383Q

A) MEDICAL EXPENSE COVER

If you suffer an **injury during amateur sporting activity on the ski slopes**, Europ Assistance shall pay on your behalf the urgent and unpostponable pharmaceutical/hospital medical expenses incurred at the site of the accident, during the term of the Policy, **up to a maximum amount of Euro 5,000.00 per Insured Person and per claim.**

Europ Assistance will pay expenses on your behalf if the Operations Centre considers that the technical and practical conditions for proceeding are met. If this is not possible, Europ Assistance will reimburse these expenses under the same conditions, without applying the deductible.

If you have been hospitalised

- until you are discharged from the Healthcare Facility,
or

- until Europ Assistance doctors consider that you can return to Italy.

If you have not been hospitalised,

- **only expenses during the policy term and authorised by the Operations Centre.**

Within the limit of liability indicated above, Europ Assistance will pay:

- the cost of a stay at a Healthcare Facility prescribed by the doctor **up to the amount of Euro 200.00 per day per Insured.**
- expenses for urgent and unpostponable dental treatment required as a result of an accident that occurred **during amateur sports activity on ski slopes with a limit of Euro 100.00 per insured person;**
- only in **the case of an accident**, the cost of repairing prostheses, **up to a limit of Euro 250.00 per insured**
- in the event of an accident **only**, the costs of treatment you receive when you return to your residence, within **45 days of the accident and up to a maximum of Euro 500.00.**

Note! there is a deductible for this cover. See the Article "Limitation of Cover" in Section II.

B) SKIERS' THIRD-PARTY COVER

Europ Assistance insures the risk arising from the performance of amateur sporting activities in the snow, **exclusively within the skiable area** and undertakes, **within the limit of liability of Euro 150,000.00 per claim and per event**, to settle the sums that you have to compensate (capital, interest and expenses) following your accident that has caused physical and direct physical damage to third parties for which there has been involvement of the **piste rescue service (with issue of a report).**

In the event that you have caused, in addition to the physical damage referred to above, also material and direct damage related to the destruction or deterioration of material assets of or animals belonging to the same third parties, the Cover shall indemnify you for this damage **up to the sub-limit of Euro 10,000.00 per claim and per event.**

Please Note!

The Cover includes coinsurance. See the Article "Limitation of Cover" in Section II.

C) RESCUE AND RECOVERY COSTS ON ITALIAN SKI SLOPES

C.1 BY TOBOGGAN

If you have an **accident** which, in view of your state of health, requires **rescue** on the pistes, Europ Assistance will only reimburse **the ordinary costs of rescue** which occur when using a **toboggan, up to a maximum amount of Euro 400.00 per claim and Policy term.**

C.2 BY HELICOPTER

If you suffer an **accident** during amateur sporting activity in the snow for which, in view of your serious health condition, you must **take** urgent action with a **helicopter**, Europ Assistance shall reimburse you for the ordinary costs of helicopter rescue and recovery carried out by civil and military rescue organisations or specialised public and private organisations.

Europ Assistance shall reimburse such expenses **within the limit of liability of Euro 5,000.00 per claim and Policy term.**

For each rescue and/or recovery operation, the cover ceases at the moment the rescue team reaches the nearest Facility to the place where the rescue and/or recovery was carried out.



Where does the cover apply?

Art. 7. - TERRITORIAL EXTENSION

Indicates countries where the event occurs for which the cover may be requested. This means **Italy, the Vatican City State and the Republic of San Marino.**



When does the cover begin and end?

Art. 8. - COMMENCEMENT AND DURATION

The insurance cover starts on the date of commencement of the trip/stay and expires at the end of the same, i.e. from when you start using the first contractually agreed tourist service and ends when the last service under the contract is completed.

The maximum duration of cover during the period of validity of the Insurance is 30 consecutive days.

SECTION II - EXCLUSIONS AND LIMITATIONS OF COVER



What is not insured?

Art. 9. - EXCLUSIONS

• GENERAL EXCLUSIONS VALID FOR ALL COVER

Claims caused by or consequent to the following are excluded:

- war, earthquakes, atmospheric events with the characteristics of natural disasters, phenomena of the transmutation of atomic nuclei, radiation caused by the artificial acceleration of atomic particles;
- tornadoes, hurricanes, volcanic eruptions, avalanches or landslides;
- strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism;
- wilful misconduct (including wilful misconduct of persons for whom you are liable under the law);
- non-compliance with the law;

- f. attempted suicide, suicide, self harm;
 - g. abuse of psychotropic drugs, use of narcotics and hallucinogens;
 - h. a blood alcohol level of 0.5 grams/litre or more;
 - i. use or possession of weapons, including hunting and combat weapons;
 - j. participation in crimes committed or attempted by you;
 - k. activities, including recreational activities, that do not fall within the definition of amateur sporting activities in the snow;
 - l. pursuit of sporting activities carried out on a professional basis;
 - m. participation in competitions of any kind (including amateur) including training for such competitions;
 - n. transport on ski lifts including boarding and disembarking from them;
 - o. use of the ski pass against the rules;
- Anything not specifically indicated in the article "Subject-matter of Insurance".

The following is also excluded:

- any trip undertaken to participate in competitions/races involving extreme activities;
- business trips;
- any trip taken for the purposes of: visits, check-ups, admission to facilities, surgery.

• EXCLUSIONS RELATED TO INDIVIDUAL COVER

A) MEDICAL EXPENSE COVER

In addition, Europ Assistance will not pay you for:

- all expenses incurred if you have not directly informed Europ Assistance, directly or through third parties, for hospitalisation or treatment at an Emergency Department;
- expenses for the treatment or elimination of physical defects or congenital malformations, for cosmetic applications, nursing, physical therapy, spa treatments;
- the cost of purchasing and repairing eyeglasses, contact lenses;
- the costs of transport and/or transfer to the healthcare facility and/or your place of accommodation.

B) SKIERS' THIRD-PARTY COVER

The following are also excluded:

- a. indirect;
- b. other than physical and material damage;
- c. resulting from the ownership, possession, use and driving of motor vehicles;
- d. arising from the possession of toxic or radioactive substances and from ground, air and water pollution;

In addition, claims for which you have made any kind of settlement with the injured party without the prior approval of Europ Assistance, including recognition of partial or total liability, are excluded.



Are there any limits on cover?

Art. 10. - INTERNATIONAL SANCTIONS

"International Sanctions" means the set of national and international provisions governing embargoes, sanctioned individuals and entities, terrorist financing and trade restrictions adopted by: (i) the United Nations; (ii) the European Union; (iii) the United States of America, primarily through the Office of Foreign Assets Control of the United States Department of the Treasury; (iv) United Kingdom and (v) national jurisdictions governing these Terms and Conditions of Insurance.

Europ Assistance Italia S.p.A. is not obliged to provide any insurance coverage, nor to settle claims, nor to provide any benefits or services described in the Terms and Conditions of Insurance if this would expose it to any sanction, prohibition or restriction pursuant to United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, the United States of America, the United Kingdom or applicable national jurisdictions governing these Terms and Conditions of Insurance.

This clause will prevail over any clause to the contrary contained in these Terms and Conditions of Insurance.

For further details you can visit:

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

Insurance cover is not available in the following countries: **Syria, North Korea, Iran and Venezuela** and the **Crimea**

Please Note!

If you are a "United States Person" and you are in Cuba, in order to receive the assistance, indemnities/compensation provided for in the Policy, you must demonstrate to Europ Assistance Italia S.p.A. that you are in Cuba in compliance with US laws.

Without authorisation for your stay in Cuba, Europ Assistance Italia S.p.A. cannot provide assistance, and will not be able to award you indemnities/compensation.

Art. 11. - LIMITATIONS OF COVER

• TRAVEL LIMITATIONS

You are not covered if you travel to a country, region or geographical area which the competent government authority in your country of residence or in the country of destination or host country has advised you not to travel to, or otherwise reside in, even temporarily.

• CONTINUED STAY ABROAD

You may stay abroad for a maximum of 30 consecutive days during the term of this Policy. **You will not be insured for events affecting you after 30 days.**

A) MEDICAL EXPENSE REIMBURSEMENT COVER

• DEDUCTIBLE

Europ Assistance applies a deductible **only when you are not hospitalised and in cases of reimbursement**. The total deductible is **Euro 50.00**.

B) SKIERS' THIRD-PARTY COVER

• **PERSONS NOT CONSIDERED TO BE THIRD PARTIES**

The following persons are not considered to be third parties:

- the insured person's spouse/cohabiting partner/civil union partner, parents, children of the Insured Person and any other relative or relative-in-law living with him/her.

• **COINSURANCE**

Europ Assistance shall provide compensation for damages subject to the application of a 10% deductible with a minimum of Euro 500.00

Examples of Coinsurance:

Deductible exceeding the minimum	
Amount of damages	Euro 10,000.00
10% deductible with a minimum of Euro 500.00	Euro 1,000.00
Compensation	Euro 9,000.00 (Euro 10,000.00 – Euro 1,000.00)
Deductible less than the minimum	
Amount of damages	Euro 4,000.00
10% deductible with a minimum of Euro 500.00	Euro 500.00
Compensation	Euro 3,500.00 (Euro 4,000.00 – Euro 500.00)

Example of the deductible:

if the agreed deductible is a fixed sum of Euro 50.00:

costs of less than Euro 50.00 will not be compensated/reimbursed

expenses in excess of Euro 50.00 will be reimbursed with a deduction of Euro 50.00 (subject to the limits of liability indicated).

Specialist examination	Euro 150.00
Deductible	Euro 50.00
Reimbursement	Euro 100.00
/reimbursed up to the limits of liability	Euro 80.00 (Euro 100.00 – Euro 20.00)

SECTION III - OBLIGATIONS OF THE INSURED AND EUROP ASSISTANCE



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

Art. 12. - OBLIGATIONS OF THE INSURED PERSON IN THE EVENT OF A CLAIM

FOR ALL COVER OTHER THAN ASSISTANCE

You must report the claim in the following ways:

- access **the portal** <https://sinistrionline.europassistance.it> or **the website** www.europassistance.it (in the "open or check a claim" section) and following the instructions

or

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

You must provide the following data/documents:

- your name, surname and address
- your telephone number;
- Your Europ Assistance card number and the travel file number;
- the circumstances of the event;
- the date of the event;
- the place where you or the persons who caused the accident can be found.

The times for reporting a claim are indicated in each type of cover.

IN ADDITION, YOU MUST PROVIDE OTHER INFORMATION/DOCUMENTS FOR EACH TYPE OF COVER, AS FOLLOWS:

A) MEDICAL EXPENSE COVER

In case of an Event, you must immediately call the Operations Centre on:

- **02 5828 6112** calls from Italy and abroad.

- **800 0156 34** calls from Italy.

You must file a claim **within sixty days from when the event occurred**.

You must send the following data/documents:

- an Emergency Department certificate issued at the scene of the accident stating the medical diagnosis and certifying the type and manner of the injury;
- a true copy of the original of medical records, if you have been hospitalised;
- originals of invoices, receipts or tax receipts for expenses incurred, complete with tax data (VAT number or tax ID number) of the issuers and the holders of the receipts;
- medical prescription for the purchase of medicines with the original receipts for the medicines purchased;

B) SKIERS' THIRD-PARTY COVER

You must make the claim **within ten days of becoming aware of the Event and** send the following documentation:

- a detailed description of the facts that led to the damage to third parties;
- copy of the report or equivalent document issued by the piste rescue service or intervening authority;
- any claim for damages by the injured third party;
- medical certificate or statement indicating the injuries sustained by the injured party.

C) RESCUE AND RECOVERY COSTS ON ITALIAN SKI SLOPES

You must file a claim **within sixty days from when the event occurred.**

You must send the following data/documents:

- copy of the report or equivalent document issued by the piste rescue service or intervening authority;
- an Emergency Department certificate issued at the scene of the accident stating the medical diagnosis and certifying the type and manner of the injury;
- originals of invoices, receipts or tax receipts for expenses incurred, complete with tax data (VAT number or tax ID number) of the issuers and the holders of the receipts.

For the management of claims regarding all types of Cover:

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

You are obliged to give them.

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

This is established by Article 1915 of the Italian Civil Code.

Article 1915 of the Italian Civil Code: the article explains what happens to the Insured if they do not report the claim to their insurer in time.

The insurer is required to compensate the Insured for an amount equal to the damage sustained by the insured.

If the Insured deliberately behaves in such a way as to cause or aggravate the damage, the insurer may not pay for said.

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

Art. 13. - CRITERIA FOR THE ASSESSMENT AND SETTLEMENT OF THE LOSS/DAMAGE

• **PAYMENT OF COMPENSATION**

For all Cover with the exception of Assistance, Europ Assistance, after receiving the necessary documentation, after verifying the effectiveness of the Cover and after making the appropriate checks, shall determine the amount of the Compensation/Reimbursement that is due, notify the parties concerned, and make the payment, net of the foreseen coinsurance/deductible, **within 20 days of this notification.**

The currency in which the compensation is paid is the euro.

Compensation/reimbursement for expenses incurred in countries which are not part of the European Union or which belong to the European Union and which do not have the euro as their currency, shall be paid by Europ Assistance by converting the amount of such expenses into euros. Europ Assistance calculates the compensation/reimbursement based on the value of the euro in relation to the currency of the country in which you incurred the expenses on the day the invoice was issued.

Only for the Medical Expense Cover and Rescue and Recovery Costs on Italian ski slopes Cover, in the event of your death before Europ Assistance has paid the compensation/reimbursement, your heirs shall be entitled to the compensation/reimbursement to which you would have been entitled only by proving the existence of the right to compensation/reimbursement by submitting to Europ Assistance the documentation required under the article "Obligations of the Insured in the Event of a Claim".

B) THIRD-PARTY COVER

• **MANAGEMENT OF DISPUTES AND DEFENCE COSTS**

Europ Assistance assumes, insofar as it has an interest, the management of disputes on your behalf, both out-of-court and in court, whether civil or criminal. Europ Assistance appoints, if necessary, lawyers or technicians and avails itself of all rights or actions to which you are entitled. **You must cooperate to enable these disputes to be handled and you must personally appear in court if the procedure requires it. Europ Assistance is entitled to recover from you the loss it incurs if you fail to comply with these obligations. Europ Assistance shall pay the costs of resisting an action brought against you, up to a quarter of the policy limit for the loss or damage to which the claim relates.**

If the amount owed to the injured party exceeds this limit of liability, the costs are divided between you and Europ Assistance in proportion to respective interests.

Europ Assistance does not recognise the costs you incur for lawyers or technicians who are not appointed by Europ Assistance itself and does not pay fines, penalties or criminal court costs.

• **CO-EXISTENCE OF THIRD-PARTY COVER**

In the event that another insurance cover exists and is in force covering your Third-Party Liability for the same risk, the Third-Party Liability cover of this Policy operates on a second-risk basis.

HOW TO CONTACT EUROP ASSISTANCE

To request assistance and for the payment of medical expenses, you must call the following numbers:

**02 5828 6112 calls from Italy and abroad.
800 0156 34 calls from Italy.**

IMPORTANT: do not take any initiative without first consulting the Operations Centre

If you are unable to telephone, you may send:
- a fax to the number 02.58.47.72.01

the Europ Assistance Operations Centre is available to answer calls 24 hours a day, to intervene or indicate the most suitable procedures to best solve any type of problem, as well as authorise any expenses.

You can also contact Europ Assistance by clicking on the link: <https://hotelturist.quickassistance.it> or scan the QR code with your smartphone:



Europ Assistance must process your personal data in order to provide the Cover indicated in the Terms and Conditions of Insurance and, as stated in Regulation (EU) 2016/679 on the protection of personal data, it needs your consent to process your health-related data. By telephoning or writing to Europ Assistance, you freely give your consent to the processing of your personal data relating to your health as indicated in the privacy notice you received.

COMPLAINTS

Any complaints about the contract or management of claims must be made in writing to: Europ Assistance Italia S.p.A. – Ufficio Reclami – Via del Mulino n. 4 – 20057 Assago (MI); fax: 02.58.47.71.28, certified email: reclami@pec.europassistance.it - email: ufficio.reclami@europassistance.it.

If you are not satisfied with the outcome of your complaint, or if you have not received a reply within the deadline of forty-five days, you may contact IVASS (Istituto per la vigilanza sulle assicurazioni) - Servizio Tutela del Consumatore - via del Quirinale, 21 - 00187 Rome, fax: 06.42.13.32.06, certified email: ivass@pec.ivass.it, attaching documentation relating to your complaint processed by Europ Assistance to your request. In these cases, and for complaints concerning compliance with sector regulations to be submitted directly to IVASS, the complaint must indicate:

- the name, surname and address of the party making the complaint, and a telephone number as applicable;
- the person or subjects the complaint refers to;
- briefly describe in full the grounds of the complaint;
- a copy of the complaint submitted to Europ Assistance and any reply from it;
- all documents useful to describe the relevant circumstances in more detail.

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

Before taking legal action, you can use alternative dispute resolution systems provided by law or conventionally.

- **Mediation:** by contacting a Mediation Body from those listed by the Ministry of Justice, at www.giustizia.it (Law 9/8/2013 no. 98);
- **Assisted negotiation:** by sending a request to Europ Assistance Italia S.p.A. via your lawyer

Insurance disputes on the determination and estimation of damages under policies against the risk of harm (where contemplated in the Terms and Conditions of Insurance).

In the event of a dispute regarding the determination and estimation of damages, an appraisal of the contract is necessary where contemplated by the Terms and Conditions of Insurance, in order to solve the dispute. The request to have the contract appraised or to refer to arbitration should be sent to: Claims Settlement Office (Ufficio Liquidazione Sinistri) – Via del Mulino 4- 20057 Assago (MI), by registered letter with return receipt or by certified e-mail to: sinistri@pec.europassistance.it.

In the case of disputes regarding policies against the risk of harm in which the contract has already been appraised, or not regarding the determination and estimation of damages, the law provides for compulsory mediation, which is a condition for proceeding, with the option of prior assisted negotiation.

Insurance disputes on medical matters (where contemplated in the Terms and Conditions of Insurance).

In the event of disputes relating to medical matters under accident or health policies, arbitration must be used where contemplated in the Terms and Conditions of Insurance, to solve the dispute. The request to have the contract appraised or to refer to arbitration should be sent to: Claims Settlement Office (Ufficio Liquidazione Sinistri) – Via del Mulino 4- 20057 Assago (MI), by registered letter with return receipt or by certified e-mail to: sinistri@pec.europassistance.it. Arbitration will take place at the headquarters of the Institute of Forensic Medicine closest to your place of residence.

In the case of disputes regarding accident or health policies in which arbitration has already taken place or not regarding medical matters, the law provides for compulsory mediation, which is a condition for proceeding, with the option of prior assisted negotiation.

The foregoing is without prejudice to the right to take legal action.

For the resolution of cross-border disputes, you can submit a complaint to IVASS or activate the competent foreign system through the FIN-NET procedure (accessing the website http://ec.europa.eu/internal_market/finnet/index_en.htm).

Europ Assistance Italia S.p.A.

Sede sociale, Direzione e Uffici: Via del Mulino, 4 - 20057 Assago (MI) - Tel. 02.58.38.41 - www.europassistance.it
Indirizzo posta elettronica certificata (PEC): EuropAssistanceltaliaSpA@pec.europassistance.it
Capitale Sociale Euro 12.000.000,00 i.v. - Rea 754519 - Partita IVA 0133350323 - 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



PRIVACY NOTICE

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

Information on data processing for insurance purposes
(pursuant to Articles 13 and 14 of the European Data Protection Regulation)

Personal data is information about a person that enables him/her to be recognised among other people. Personal data includes, for example, your name and surname, your identity card or passport number, information about your health, such as illness or injury, information about criminal offences and criminal convictions.

There are regulations¹ protecting personal data from misuse. Europ Assistance Italia, a Data Controller, complies with these regulations and, for this reason, wishes to inform you of what it does with your personal data.

If the information in this Notice is not sufficient, or if you wish to exert a legal right, you may write to the **Data Protection Officer** at Europ Assistance Italia Ufficio Protezione Dati Via del Mulino no. 4 - 20057 Assago (MI) or by email to UfficioProtezioneDati@euroDassistance.it

Why Europ Assistance Italia uses your personal data and what happens if you do not provide data or do not authorise its use

Europ Assistance Italia uses your personal data, if necessary for the management of the SERVICES and COVER, including data relating to your health or to criminal offences and criminal convictions, for the following *insurance purposes*:

- to carry out the activity that is foreseen by the Policy or to provide the SERVICES and COVER; to carry out insurance business, for example proposing and managing the Policy, collecting premiums, undertaking reinsurance, control and statistical activities: your common data, which may also concern your location (geolocation), is processed in order to meet contract obligations; to process, where necessary, your health data, you must provide your consent; *automated decision-making processes*² are used in some of the processes of managing SERVICES and COVER.
- to carry out insurance business and prevent and detect fraud, take legal action and notify the authorities of possible offences, recover amounts owing, issue intra-group communications, protecting the security of the company's assets (e.g. buildings and IT tools), develop IT solutions, processes and products: your Data, including data relating to your health for which you have given your consent, or data relating to criminal offences and convictions, is processed in the legitimate interests of the company and third parties;
- to carry out activities required by law, such as the retention of Policy and claim documents; to respond to requests from the authorities such as the Carabinieri, the Insurance Regulator (IVASS): your Data, including data relating to your health or to criminal offences and convictions, is processed in order to comply with the law or regulations.

If you do not provide your personal data and/or you do not consent to its use, Europ Assistance Italia will not be able to carry out the activity for *insurance purposes* and therefore will not be able to provide the SERVICES and COVER.

How Europ Assistance Italia uses your personal data and who the data is disclosed to

Europ Assistance Italia, through its employees, staff and external parties/companies³, uses personal data that it has obtained from you or from other persons (such as, for example, the policyholder, a relative of yours or the doctor who treated you, a travelling companion or a supplier) either on paper or via computer or an app. For *insurance purposes*, Europ Assistance Italia may disclose your personal data, if necessary, to private and public entities operating in the insurance sector that are involved in managing relations with you and other entities performing technical, organisational and operational activities⁴

Europ Assistance Italia, depending on the activities it is required to perform, may use your personal data in Italy and abroad, and may also disclose it to entities located in countries outside the European Union that might not guarantee an adequate level of protection according to the European Commission. In such cases, the transfer of your personal data to entities outside the European Union will be subject to appropriate safeguards in accordance with applicable law. You have the right to obtain information about the transfer of your personal data outside the European Union by contacting the Data Protection Office.

Europ Assistance Italia will not make your personal data available to the public.

How long does Europ Assistance Italia retain your personal data?

¹ Regulation (EU) 2016/679 on processing of personal data (hereinafter the Privacy Regulation) and Italian primary and secondary legislation

² Automated decision-making is defined as a management process that does not require the intervention of an operator: this process has shorter management times. If you would like to request the services of a Claims handler in relation to Benefits, you can call the Operations Centre in relation to the Cover, you can write to the Claims Department at the contact address provided on the website www.europassistance.it and on the Policy.

³ In accordance with the Privacy Regulation, these subjects are designated as Processors and/or persons authorised to process data, or act as autonomous Controllers or Joint Controllers, and perform tasks of a technical, organisational and operational nature. They are for example: agents, sub-agents and other agency staff, producers, insurance brokers, banks, SIM and other purchase channels; insurers, co-insurers and reinsurers, pension funds, actuaries, lawyers and medical advisors, technical consultants, roadside assistance, loss adjusters, garages, vehicle dismantling centres, healthcare facilities, claims settlement companies and other contracted service providers, Generali Group companies and other companies providing contract and service management services; IT, telematics, financial, administrative, archiving, correspondence management, auditing and certification services, as well as companies specialising in market research and service quality surveys.

⁴ The Policyholder, other branches of Europ Assistance, Generali Group companies and other entities such as insurance intermediaries (agents, brokers, sub-agents, banks); co-insurance or reinsurance companies; lawyers, doctors, consultants and other professionals; suppliers such as body shops, salvage firms, wreckers, health facilities, claims management companies, other companies providing IT, telematics, financial, administrative, archiving, mailing, profiling and customer satisfaction survey services. Information on the processing of the data of private and public entities operating in the insurance sector and of other entities carrying out tasks of a technical, organisational or operational nature and acting as Controllers is available from them (e.g. from suppliers) and/or at www.europassistance.it

PRIVACY NOTICE

Europ Assistance Italia will retain your personal data for as long as is necessary for the management of the above-mentioned purposes in accordance with provisions of the law or, if this is not possible, in accordance with the times indicated below.

- Personal data contained in insurance contracts, insurance treaties and co-insurance contracts, claims and litigation files are retained for 10 years from the last registration in accordance with provisions of the Italian Civil Code or for a further 5 years in accordance with insurance regulations.
- Common personal data collected on any occasion (for example when entering into a Policy, requesting a quote) accompanied by consent/refusal to consent to sales promotions and profiling are retained without expiry, as is evidence of relevant changes you make over time to the consent/refusal. You have the right to object at any time to such processing and to request the deletion of your data if there are no contractual or legal terms and conditions that require its retention.
- Personal data collected as a result of the exercise of data subjects' rights is retained for 10 years after the last registration in accordance with provisions of the Italian Civil Code
- Personal data of individuals who have committed fraud or attempted to commit fraud is retained for more than 10 years.

In general, for all matters not expressly specified, the ten-year retention period indicated in Article 2220 of the Italian Civil Code or any other specific term provided for by applicable law shall apply.

What are your rights to protect your personal data?

In connection with the processing of your personal data you have the following rights: access, rectification, cancellation, restriction, portability, revocation and opposition, which you can exercise according to the procedures indicated in the next section "How you can exercise your rights to protect your personal data". You have the right to lodge a complaint with the Data Protection Authority and you can find more information at www.garanteprivacy.it.

How can you exercise your rights to protect your personal data?

- To find out which of your personal data is used by Europ Assistance Italia (right of access);
- to request your data to be rectified (updated, modified) or if possible, erased, limited and to exercise the right to the portability of your personal data processed at Europ Assistance Italia;
- to object to the processing of your personal data based on the legitimate interest of the controller or a third party unless the controller or the third party demonstrates that such legitimate interest overrides your own or such processing is necessary for the establishment, exercise or defence of legal claims; to object to the processing of your personal data for direct marketing purposes
- if the processing carried out by the Data Controller is based on your consent, to withdraw the consent given, it being understood that the withdrawal of the consent previously given does not affect the lawfulness of the processing carried out before the withdrawal.

you can write at any time to:

Data Protection Office - Europ Assistance Italia SpA - Via del Mulino, 4 – 20057 Assago (MI)
also by email: UfficioProtezioneDati@europassistance.it

Changes and updates to the Notice

Europ Assistance Italia may supplement and/or update all or part of this Notice in consideration of possible future changes to applicable privacy laws. It is understood that any amendments, additions or updates will be notified in accordance with applicable legislation, also by publication on the website www.europassistance.it where you can also find more information on the policies regarding the protection of personal data adopted by Europ Assistance Italia.

ANNEX A - GLOSSARY

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Skiable area: the snow-covered area also artificially open to the public consisting of pistes reserved and intended for the practice of snow sports, located within the equipped ski areas as defined by Law 363/2003; Cross-country ski runs/loops with access allowed against payment of a fee are also considered skiable areas.

Insured: the natural person, whom we address on a first-name basis, whose interest is protected by the Insurance and who has purchased a travel package for stays at ski resorts in Italy from the Policyholder.

Amateur snow sports activities: The amateur snow sports activities described below: skiing in its various forms. Snowboarding, cross-country skiing, sledging

Terms and Conditions of Insurance: Policy clauses containing: the General Terms and Conditions of Insurance for the Insured, the description of the Cover, the exclusions and limitations of the Cover, the obligations of the Insured and of Europ Assistance.

Policyholder: HOTELTURIST SPA-VIA EGIDIO FORCELLINI 150- 35128 - Padua (PD) - VAT no. 01047360910 which underwrites the policy in favour of third parties and assumes the related charges.

Europ Assistance: The insurance company, i.e. Europ Assistance Italia S.p.A. at Via del Mulino no. 4 - 20057 Assago (MI), authorised by decree of the Ministry of Industry and Trade no. 19569 of 2 June 1993 (Gazzetta Ufficiale of 1 July 1993 no. 152) and registered in section I of the Register of Insurance and Reinsurance Companies under no. 1.00108. Europ Assistance is a Generali Group company, registered in the Register of Insurance Groups, managed and coordinated by Assicurazioni Generali S.p.A..

Deductible: the amount remaining payable by the Insured when the claim is settled.

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

Accident: accidental collision between the insured person and a third party during amateur snow sports activities that required the intervention of the piste rescue service at the scene of the accident (which can be documented) and that resulted in objectively ascertainable physical and/or material damage to the third party.

Compensation/Reimbursement: the amount Europ Assistance will pay in the event of a claim.

Accident: an event due to a fortuitous, violent and external cause. The direct and exclusive consequence of the accident is physical injury which may be objectively ascertained, causing death, permanent or temporary disability.

Healthcare Facility: the public hospital, clinic or nursing home, whether affiliated with the National Health Service or private, regularly authorised to provide hospital care. **Spas, convalescent and residential homes, and dietary and beauty clinics are not considered to be healthcare facilities.**

Illness: any alteration in the state of health that is not due to an accident.

Limit of liability/Insured sum: the maximum amount paid by Europ Assistance in the event of a claim.

Policy: the insurance contract that establishes the rights and obligations between Europ Assistance and the Policyholder/Insured Person.

Premium: the sum owing to Europ Assistance.

Benefit/Service: assistance provided in kind, i.e., the help that must be provided to the Insured, at the time of need, by Europ Assistance through the Operations Centre.

Residence: the place where you live as indicated in your registry office certificate.

Hospitalisation: a stay of at least one night in a Healthcare Facility.

Reimbursement: the amount paid by Europ Assistance to the injured third party in the event of a claim.

Risk: the probability of the claim occurring.

Coinsurance: the part of the amount of the damage, expressed as a percentage, which must be borne by the Insured with a minimum expressed in absolute value.

Event: the occurrence of the harmful event for which the insurance benefit/cover is recognised.

Piste rescue service: the civil or military rescue organisation or the specialised public or private body duly authorised to provide rescue service to the Insured Person at the scene of the accident, which issues the relevant intervention report.

Medical/pharmaceutical/hospital expenses: are understood to be the costs of surgery (fees of the surgeon, assistants and anaesthetist, operating theatre and operating equipment charges) and healthcare costs (hospital charges, specialist medical advice, medicines, tests and diagnostics). Hospitalisation fees indicate the cost of a day's stay at the Healthcare Facility. The cost also includes medical and nursing care.

Operations Centre: the centre of Europ Assistance Italia S.p.A. - Via del Mulino no. 4 - 20057 Assago (MI) consisting of managers, personnel (doctors, technicians, operators), equipment and facilities (centralised or otherwise) operating 24/7, 365 days of the year, providing telephone contact with the Insured, and the organisation and delivery of the Assistance provided for in the Terms of Insurance.

Trip/travel: transport, stay, rental, as evidenced by the relevant contract or other valid ticket or travel document, with a ski resort in Italy as the destination.