



Europ Assistance Italia S.p.A.



# "TH Resorts 40419Q"

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

Policyholder: HOTELTURIST S.p.A. with registered office in Padua, Via Egidio Forcellini no. 150 - VAT no. 01047360910

(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

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Card no. HTRAG + File No

## PART II - Terms and Conditions of Insurance Form 22042

### GENERAL TERMS AND CONDITIONS OF INSURANCE FOR THE INSURED

#### Article 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.*

#### Article 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 competence of the judge, Italian law shall apply.

#### Article 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.**

*Ex 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.*

#### Article 4 - CURRENCY OF PAYMENT

In Italy, you will receive compensation in Euros. If you seek compensation for expenses incurred in countries that are not part of the European Union or that belong to the European Union, but do not have the Euro as their currency, Europ Assistance will calculate the reimbursement by converting the amount of the expenses you incurred into Euros. Europ Assistance calculates compensation based on the value of the Euro in relation to the currency of the country in which you incurred the expenses on the day the invoice was issued.

#### Article 5 - 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.

#### Article 6 - 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

## PART II - Terms and Conditions of Insurance Form 22042



### What is insured?

#### Article 7 - SUBJECT-MATTER OF INSURANCE

##### A) TRIP CANCELLATION COVER

You may request cover for the expenses of cancelling a trip or rental when you have to cancel or change the booked trip, due to causes or events **that may be** objectively documented, are unforeseeable, that were not known to you at the time of confirming your trip and that prevented you from taking part in the trip, which affects:

- you and/or your family members directly;
- your Partner/Associate Partner of the company/business practice directly;

In addition, you may request cover for the expenses of cancelling a trip or rental when you have to cancel the booked trip, **as a result of testing positive for COVID-19, which affects:**

- you and/or your family members directly;

Europ Assistance will pay the penalty applied, as per the contract, by the Tourist Operator:

- to you
- and, provided they are insured and travelling with you:
- your family members.

Europ Assistance fully reimburses the penalty charged **up to the maximum amount stipulated in the contract with the travel Organisation or indicated by the Tour Operator in its catalogues. The reimbursement may never exceed Euro 5,000.00 per Insured.**

If you enrolled in the trip with your family members, Europ Assistance shall reimburse the penalty up to an amount equal to the sum of the insured limits for each person, with a **maximum total of Euro 15,000.00 per claim.**

**Europ Assistance will not reimburse:**

- case management costs,
- agent fees,
- trip registration fees

**Please Note!**

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

**Co-insurance is not applied:**

- in the event of changing and/or having to forego a trip, due to hospitalisation (excluding Day Hospital and Emergency Department treatment)
- in the event of death.



### Where do the guarantees apply?

#### Article 8 - TERRITORIAL EXTENSION

Indicates countries where the event occurs for which the cover may be requested.

They are divided into three groups:

A) **Italy**, the Republic of San Marino and the Vatican City State;

B) all **European countries and the countries of the Mediterranean Basin**: Albania, Algeria, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Israel, Latvia, Lebanon, Libya, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine.

C) all **countries in the world.**



### When does the cover begin and end?

#### Article 9 - COMMENCEMENT AND DURATION

The "Trip cancellation" Cover begins on the date of booking the Trip and lasts until the date of commencement of the Trip. Commencement of the Trip means: the time of check-in at the airport or in the event of early check-in when you have passed boarding controls, or for rentals the day of commencement of your stay.

## SECTION II - EXCLUSIONS AND LIMITATIONS OF COVER



### What is not insured?

#### Article 10 - EXCLUSIONS

## PART II - Terms and Conditions of Insurance Form 22042

Cover excludes events caused by:

- a. wilful misconduct or gross negligence except as indicated in individual cover;
- b. floods, inundations, volcanic eruptions, 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;
- c. war, strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism;
- d. causes other than medical emergencies, which are not foreseeable nor known to the Insured at the time of booking;
- e. the bankruptcy of the Carrier or Agency or Trip Organiser;
- f. cancellation of the trip by the Policyholder, for failure to reach the minimum number of Group participants, even if already notified by the Policyholder to Europ Assistance;
- g. causes or events that cannot be objectively documented;
- h. down payments and/or advances that are not justified by tax documents relating to the penalty;
- i. failure by the Insured to send notification (as per the Article "OBLIGATIONS OF THE INSURED IN THE EVENT OF A CLAIM") prior to the start date of the trip/stay, except in the case of waiver due to the death or hospitalisation for at least 24 consecutive hours (excluding Outpatient Hospital and Emergency Department treatment) of a family member;
- j. all other matters not indicated in the Article "Subject-matter of Insurance";
- k. epidemics or pandemics based on declarations of the World Health Organisation, with the exception of COVID-19;
- l. indirect consequences of the COVID-19 epidemic/pandemic;

The following are also excluded:

- failure to comply with orders/regulations imposed by control bodies/host countries or countries of origin;
- events arising from laws and/or Decree-laws issued during Covid-19;
- the consequences due or attributable to quarantine or measures restricting freedom of movement decided by the competent authorities that isolate the Municipality/more extensive territorial areas where you may be during the Trip.

For all Cover, except as indicated in the same, the insurance does not cover any expenses due to or arising from/consequent to quarantine or other measures restricting freedom of movement, decided by the competent International and/or local authorities, with the term local authorities being understood to mean any competent authority of the country of origin or any country where you have planned your trip or through which you are travelling to reach your destination.

The following is also excluded:

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



Are there any limits on cover?

### Article 11 - 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: **Siria, Corea del Nord, Iran, Venezuela, Bielorussia, Russia, Birmania (Myanmar), Afghanistan** and in the following regions: **Crimea, Donetsk, Lugansk, Zaporizhzhia, Kherson.**

**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.

### Article 12 - 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 prohibited you to travel to, or otherwise reside in, even temporarily.

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### • COINSURANCE

The cover includes the following coinsurance:

- 0% in the case of hospitalisation, death and in the case of cancellation due to Covid-19 certified by a positive swab;
- 15% of the penalty amount if you forego and/or change the trip for reasons other than hospitalisation or death.

If the penalty is higher than the maximum amount covered, the coinsurance is calculated on the basis of the latter.

#### Example of the coinsurance:

amount of the estimated damage	€100.00
20% coinsurance	€20.00
damage that may be compensated/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?

### Article 13 - OBLIGATIONS OF THE INSURED PERSON IN THE EVENT OF A CLAIM

You must report the claim in the following ways:

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

or

- by writing a registered letter with return receipt to **Europ Assistance - Ufficio Liquidazione Sinistri (indicating the cover for which you are 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 case 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, AS FOLLOWS:**

#### A) TRIP CANCELLATION COVER

In the event of a Claim, you must notify the trip organiser or agent or the carrier of the formal waiver of or change to the Trip and you must **file a claim no later than 5 days from when the event causing the cancellation occurred and in any case before the date of commencement of the Trip if the 5-day deadline is after the date of commencement of the Trip.**

If the waiver and/or change of the trip is due to illness and/or an accident, you must also indicate in your claim:

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

No later than 15 days from making the above claim, you must send the following documents to Europ Assistance Italia S.p.A.:

- a copy of your Europ Assistance card;
- original copies of documentation objectively proving the cause of the waiver/amendment;
- documentation certifying the link between you and any other person that caused the waiver;
- in the case of illness or accident, a medical certificate stating the date of onset of the illness or the date of the accident, the specific diagnosis and the days of prognosis;
- in the case of hospitalisation, a true copy of the original of the medical record;
- in the event of death, the death certificate;
- the trip registration form or a similar document;
- travel or rental payment receipts (advance, balance, penalty);
- the booking confirmation statement issued by the Organisation;
- the invoice for the charged penalty, issued by the Policyholder and Organisation;
- a copy of the cancelled ticket;
- the trip schedule and regulations;
- travel documents (visits, etc.);
- travel confirmation agreement.

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

- confirmation of purchase of the ticket or a similar document, or payment receipt;
- copy of the cancelled air/ferry ticket, indicating the amounts charged to the customer.

*In the case of cancellation due to COVID-19:*

- COVID-19 test results (rapid);
- certified by the Hospital where you were admitted for COVID-19.

**For the management of claims regarding all 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.

### **Article 14 CRITERIA FOR THE ASSESSMENT AND SETTLEMENT OF THE LOSS/DAMAGE**

- **PAYMENT OF COMPENSATION**

For all Covers except Assistance, after receiving necessary documentation from you, Europ Assistance will check the Cover is operative and carry out controls, establishing the amount of the Compensation/Allowance/Reimbursement owing to you and notify you.

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

**In the event of death before Europ Assistance has paid the compensation/Allowance/reimbursement, your heirs shall be entitled to the payment owed, only if they can prove the existence of the right to the compensation/Allowance/reimbursement by giving Europ Assistance the documentation required under the Article "Obligations of the Insured in the event of a Claim".**

### **D) TRIP CANCELLATION COVER**

- **CRITERIA**

**The calculation of the reimbursement of the penalty shall be equivalent to the percentages existing on the date on which the claim occurred (Article 1914 of the Italian Civil Code). Therefore, in the event that the stay is cancelled after the claim, any increased penalty remains the responsibility of the insured person.**

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### 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 no. 4 - 20057 Assago (MI); fax: 02.58.47.71.28, certified email: [reclami@pec.europassistance.it](mailto:reclami@pec.europassistance.it) - email: [ufficio.reclami@europassistance.it](mailto: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](mailto: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:

- indicate the name, surname and address of the party making the complaint, and a telephone number as applicable;
- indicate 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](http://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](http://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](mailto: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 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](mailto: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 (at [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.

Headquarters, Executive and Operating Offices: Via del Mulino, 4 – 20057 Assago (MI) – Tel. 02.58.38.41 - [www.europassistance.it](http://www.europassistance.it) Certified Electronic Mail (PEC) address: [EuropAssistanceItaliaSpA@pec.europassistance.it](mailto:EuropAssistanceItaliaSpA@pec.europassistance.it)  
Share Capital Euro 12,000,000.00 fully paid up - Economic and Administrative Register no. 754519 - VAT no. 01333550323 Milan Company Register and Tax ID number: 80039790151 A company authorised to carry out insurance business under the Decree of the Ministry of Industry and Trade no. 19569 of 2/6/93 (Gazzetta Ufficiale of 1/7/93 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.

[www.europassistance.it](http://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 or 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 regulations<sup>1</sup> 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](mailto: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*<sup>2</sup> are used in some of the processes of managing SERVICES and COVER[2].
- 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/companies<sup>3</sup>, 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.

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

<sup>2</sup> 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](http://www.europassistance.it) and on the Policy.

<sup>3</sup> 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.

## PRIVACY NOTICE

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 activities<sup>4</sup>

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?

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 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](http://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 (Ufficio Protezione Dati) - Europ Assistance Italia SpA - Via del Mulino, 4 – 20057 Assago (MI)  
or by e-mail: [UfficioProtezioneDati@europassistance.it](mailto:UfficioProtezioneDati@europassistance.it)

<sup>4</sup> 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. The 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 Data Controllers can be found at the premises of such entities (e.g. suppliers) and/or at [www.europassistance.it](http://www.europassistance.it)



## PRIVACY NOTICE

### **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](http://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

### ANNEX A - GLOSSARY

**Insured:** the natural person, whom we address on a first-name basis, resident in Italy, the Republic of San Marino, the Vatican City State who participates in a Group trip organised by the Policyholder and whose name has been notified by the same within 30 days of the date of departure.

**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.

**Indirect consequence:** any situation not attributable to testing positive for COVID-19 that affects you and/or your family members/.

**Europ Assistance:** The insurance company, i.e. Europ Assistance Italia S.p.A. in 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..

**Family member:** the spouse, cohabiting partner, children, parents, brothers/sisters, son-in-law/daughter-in-law, grandparents, grandchildren, mother-in-law/father-in-law, son-in-law/daughter-in-law and all those living in the same household as the Insured, provided that they are certified by a registry office.

**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.

**Group:** a group of persons exceeding 10, who are registered for the same trip organised by the Policyholder and which is not included in the catalogue offer.

**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.

**Chronic disease:** an illness which has required diagnostic treatment, hospitalisation or treatment/therapy in the last 12 months.

**Sudden illness:** an acute-onset illness which you were not aware of before the start of the Trip.

**Pre-existing disease:** an illness that indicates or is the direct consequence of pathological conditions occurring before the commencement of the Policy.

**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.

**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.

**Risk:** the probability of the claim occurring.

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

**Coinsurance:** the part of the amount of the loss/damage, declared as a percentage, which must be borne by you with a minimum expressed in absolute value.

**Carrier:** aircraft, touring bus, train, ship.

**Trip/travel:** travel for tourism purposes.

In the case of travel by plane, train, coach or ship, this means the stage from the station of departure (airport, port or railway station) of the journey to the station of arrival. In the case of travel by car or other means other than ship, plane or coach, this means any location more than 50 km from the place of residence in Italy of the Insured Person. For *Vehicle Assistance* only, no per-kilometre deductible applies.