

Europ Assistance Italia S.P.A.

# "Easy Rent"

Terms and Conditions of Insurance for policy with:

Europ Assistance Italia S.p.A. headquartered in Milan at Piazza Trento no. 8 -Licensed to pursue the insurance business by a Decree of the Ministry for Industry, Trade and Commerce no. 19569 of 2 June 1993 (Official Gazette no. 152 of 1 July 1993) - Listed in Section I of the Register of Insurers and Reinsurers at no. 100.108 - Member of the Generali Group, listed on the Register of Insurance Groups - Company subject to direction and coordination by Assicurazioni Generali S.p.A.

(here in after Europ Assistance)

and GREAT STAYS SrI headquarter on Via Vittorio Emanuele 46, - Castiglione del Lago (PG) VAT N. 03843520549

(here in after for brevity - Contractor) in favor of customers of the Contractor, to be understood as Insured pursuant to art. 1891 of the Civil Code

Edition Dated 11.07.2022

# CARD n° GREAT+ CASE NUMBER

# **TERMS AND CONDITIONS OF INSURANCE MOD. 22266**

# TERMS AND CONDITIONS OF INSURANCE FOR THE INSURED

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

You may be insured for the same risk with different insurers. If a claim arises, you must inform all the insurance companies with whom you

have cover for the same risk, including Europ Assistance, of the existence of the other insurers who are covering the same risk. In such a case, Article 1910 of the civil code will also apply.

Article 1910 of the Italian civil code is intended to avoid instances where an insured party who has multiple insurance policies for the same risk with different insurers, receives total payouts that exceed the total loss. For this reason, in the event of a claim the Insured must inform each insurer of all the policies taken out with the other insurers for the same risk.

### **GOVERNING LAW AND JURISDICTION** Art. 2. -

The policy is governed by Italian law.

The laws of Italy apply to all matters not covered by the Terms and Conditions of Insurance, and with regard to all rules on jurisdiction and/or competence of the court.

#### Art. 3. -LIMITATION PERIODS

All your rights towards Europ Assistance are limited to two years from the date of the claim.

For EASY RENT cover, if a claim is opened, the insured must interrupt the limitation period in writing.

For example: if the insured does not report a claim within the maximum period of 2 years as established by the Italian civil code, he or she will not have the right to an indemnity.

### **CURRENCY OF PAYMENT** Art. 4. -

In Italy, you as the Insured Person will receive your indemnity in euros. If you claim the reimbursement of expenses incurred in countries which are not in the European Union or which belong to the European Union but do not have the Euro as their currency, Europ Assistance will calculate the Indemnity by converting the amounts of your incurred expenses in another currency, into Euros. Europ Assistance will calculate the Indemnity on the basis of the value of the euro against the currency of the country in which you incurred the expenses, on the date of issue of the invoice.

#### Art. 5. -TAXES

The premium also includes any taxes that do not depend on Europ Assistance and which you as policyholder are required to pay by law.

#### DATA PROTECTION Art. 6. -

When providing you with insurance cover, Europ Assistance may obtain and utilise the personal data of other individuals. By accepting the Policy, you as policyholder undertake to provide those persons with the data protection statement for the insurance purposes of Europ Assistance.

SEZIONE I - DESCRIZIONE DELLE GARANZIE



Che cosa è assicurato?

#### **OGGETTO DELL'ASSICURAZIONE** Art. 7. -

## GARANZIA EASY RENT

If, while renting the property you cause accidental damage to any items during the period of your stay, Europ Assistance will indemnify the costs incurred by the proprietor in replacing or repairing the damaged items.

The indemnity will be paid up to the maximum indicated on the acceptance form and with the deductibles provided for in the Limitation section.

| Tipologia immobile | Massimali     |
|--------------------|---------------|
| Α                  | Euro 1.500,00 |
| В                  | Euro 3.000,00 |
| С                  | Euro 5.000,00 |

## Important!

Before leaving the property you must agree with the proprietor or his/her representative in order to check that the condition of the property has not changed since the time of check-in, and you must sign the damage sheet, indicating any damage you caused.



Where is the cover valid?

**TERRITORIAL COVER** Art. 8. -

The cover is valid across the whole of Italy, the Republic of San Marino and the Vatican City.



When does the cover start and end?

### Art. 9. -START DATE AND DURATION OF COVER

The Guarantee starts from the moment of the beginning of the stay (check-in in the rented property by the Lessee) and ends at the time of the end of the stay (checkout of the rented property by the Lessee). The stay cannot exceed 60 consecutive days.

SEZIONE II - ESCLUSIONI E LIMITAZIONI DELLE GARANZIE

# What is not insured?

# Art. 10. - EXCLUSION

Claims caused by or dependent on:

a. intent;

b. failure to comply with the rules indicated in the rental contract signed with the Contractor;

c. rain, hail, wind, floods, floods, volcanic eruptions, earthquakes, tidal waves, flooding caused by events other than those guaranteed, penetration of sea water, landslides and landslides;

d. electrical phenomenon;

e. war, invasion, military occupation, insurrection, revolution, confiscation or requisition, strikes, riots or popular movements, looting, acts of terrorism and vandalism:

f. transmutation of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles;

g. frost, moisture, dripping, lack of or insufficient maintenance, fire, explosion and explosion;

h. theft;

i. wear;

I. breakage or damage to collections and collections and works of art in general:

m. breakage or damage to everyday dishes;

n. defects for which the manufacturer or supplier must be liable by law or contract:

o. loss or damage to furniture not belonging to the owner.

The following are also excluded:

p. rentals not for tourist purposes;

q. Cleaning costs; r. accidents occurring in premises used as offices, commercial establishments and industrial activities.



Are there limits on the cover?

## Art. 1. - INTERNATIONAL SANCTIONS

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

Europ Assistance Italia S.p.A. is not bound to provide insurance cover and is not obligated to pay the Indemnity and/or Compensation or to recognise any benefit provided for in this Policy if the provision of such cover, the payment of such Compensation or the recognition of such benefit would expose Europ Assistance Italia S.p.A. to sanctions, prohibitions or restrictions provided for in UN resolutions, or to trade sanctions, economic sanctions or revocatory measures determined by the regulations of the European Union or of the USA. This clause will prevail over any conflicting clause that may be contained in this Policy The up-to-date list of countries which are subject to sanctions can be found at the

link below: https://www.europ-assistance.com/en/who-we-are/international-regulatory-

# nformation

Furthermore, the Policy is not operative in the following countries: Siria, Corea del Nord, Iran, Venezuela, Bielorussia, Russia, Birmania (Myanmar), Afghanistan and in this region: Crimea, Donetsk e Lugansk.

# Important!

If you are a "United States Person" and you are in Cuba, in order to obtain assistance, Indemnities/Compensation under the Policy, you must prove to Europ Assistance that your presence in Cuba is in accordance with the laws of the USA

Without authorisation for your stay in Cuba, Europ Assistance cannot provide assistance or recognise any Indemnity/Compensation.

#### Art. 2. -LIMITATIONS

TRAVEL RESTICTIONS

You are not covered if you are travelling to a country, region or region for which the competent governmental authority in your country of residence or in the country of destination or host has advised against travelling or otherwise residing, even temporarily.

LIMITS ON INDEMNITY

The maximum amount provided on the Acceptance Form, for damage caused by defacement is Euro 1,000.00.

FIXED EXCESS

Europ Assistance will pay the indemnity after deducting a fixed excess of Euro 50.00.

## Example of fixed excess:

if the agreed excess is a fixed amount of Euro 100.00: expenses below EUR 100.00 will not be indemnified/reimbursed expenses above EUR 100.00 will be reimbursed in full

Loss Euro 500.00 Fixed excess Euro 100.00 Reimbursement Euro 500.00

SECTION III - OBLIGATIONS OF THE INSURED PERSON AND OF EUROP ASSISTANCE

What are your obligations, and what are those of the insurer?

### OBLIGATIONS OF THE INSURED PERSON IN THE EVENT OF A Art. 3. -CLAIM

In the event of a claim, within 5 days from the date on which the policyholder vacated the property, the proprietor must:

Report the claim to Europ Assistance Italia S.p.A. - Via del Mulino, 4 - 20057 Assago (MI) - Mark the envelope "Claims Management"; or

visit websitehttps://sinistrionline.europassistance.it the or www.europassistance.it, CLAIMS-Property Damage section, and follow the instructions.

The following documents must be attached to the claim form:

- e-mail and telephone number of the Policyholder; a copy of the rental contract and booking confirmation;
- the property condition sheet, issued by the Policyholder;
- a list of the damaged items with a detailed description and photographs;

a copy of the invoice or receipt proving that the damaged items have been repaired or replaced.

Europ Assistance may ask you to provide further documentation in order to settle the Claim. You are required to send that information.

Europ Assistance may contact the Policyholder to obtain more information about the circumstances of the accident.

If you do not comply with the obligations relating to reporting the claim, you may lose all or part of your right to the indemnity. In such a case, Article 1915 of the Italian civil code will also apply.

Art. 1915 of the Italian civil code: that article explains what happens to the Insured if the claim is not reported to the insurer by the indicated deadline. The insurer is required to indemnify the Insured person by an amount equal to the loss suffered by the Insured person.

If the Insured person deliberately behaves in a way that causes or aggravates the loss, the insurer may not pay it.

If the Insured person involuntarily causes or aggravates the loss, the insurer may pay less.

## ASSESSMENT AND LIQUIDATION OF LOSS: CRITERIA Art. 4. -

ASSESSMENT AND LIQUIDATION OF LOSS: PROCEDURE The amount of the loss will be agreed directly between you and Europ Assistance. If you do not agree, you can each appoint and pay your own loss adjuster.

The two loss adjusters must appoint a further expert if they cannot agree, or even before that, if one of them asks for a third expert. The third expert will only intervene in the event of disagreement. Decisions on disputed points will be taken by the majority. The costs of the third expert will be split half each between you and Europ Assistance.

Each loss adjuster can be assisted by other persons. Their assistants may attend the loss adjustment visits but they do not have any say in the decision. If you or Europ Assistance do not appoint your own loss adjusters or if the loss adjusters cannot agree on the appointment of the third one, such appointments will be referred, even at the request of single party, to the President of the Court in whose jurisdiction the claim arose.

# MANDATE OF LOSS ADJUSTERS

The loss adjusters must:

- investigate the circumstances, nature, cause and modality of the Claim; а verify the accuracy of the descriptions and declarations given on the b. documents and report on whether or not at the time of the Claim there were any circumstances that aggravated the risk, which had not been
- disclosed; they must also check that you have fulfilled your obligations in the event of a claim; verify the existence, quality and quantity of the damaged items and c.

determine their value at the time of the Claim; make an estimate and settle the loss in accordance with the provisions d of the contract

The results of the loss adjusters' procedure must be collated in a report (with detailed estimates to be attached). The report must be issued in duplicate, one for each party.

The results of the assessments given in paragraphs c. and d. are binding upon you and also on Europ Assistance. Except in the case of fraud, error, violence or breach of contract, both you and Europ Assistance hereby waive any objection, without prejudice in any case to any action or objection relating to the eligibility of the loss for compensation.

The loss adjusters' report is valid even if one of the loss adjusters refuses to sign it; any such refusal must be certified by the other loss adjusters in the definitive report.

The loss adjusters are exempted from the observation of any formality. VALUE OF INSURED ITEMS AND DETERMINATION OF LOSS

The loss will be determined separately for each damaged item and the amount will be determined as the difference between the replacement value (at the time of the claim) with a new, identical item or failing that, of an equivalent item in terms of use, quality and functionality, and the value of what is left of the items themselves after the accident, determined according to the same principle and subject to the maximum amount indicated on the Acceptance Form. For items which are damaged, out of use or unusable at the time of the Claim, and for any items which cannot be replaced or substituted, the Cover will only be provided for their value in the "condition of use"; this means net of any depreciation, which will be determined in relation to the age, condition, mode of construction, location, intended use, usage and any other concomitant circumstance

You have the right to a full indemnity provided that you replace the contents and/or carry out the repairs within one year from the date of the amicable settlement or definitive loss adjusters' report, provided that there is no extra cost to Europ Assistance.

FRAUDULENT EXAGGERATION OF LOSS

If you fraudulently exaggerate the amount of the loss, or declare the loss or destruction of items that did not exist at the time of the claim, or if you hide, conceal or tamper with any salvaged items, or use untruthful or fraudulent means or documents as justification, or if you fraudulently alter the traces, material evidence and residue of the accident or facilitate the progress of the accident, you will lose your right to an indemnity.

# COMPLAINTS

Any complaints about the contractual relationship or the management of claims must be sent in writing to: Europ Assistance Italia S.p.A. – Complaints Office – Via del Mulino, 4 – 20057 Assago (MI); fax: 02.58.47.71.28 – certified email: reclami@pec.europassistance.it - e-mail: ufficio.reclami@europassistance.it. If you are not satisfied with the outcome of the complaint, or if you do not receive a reply within 45 days you may contact the Italian insurance regulator IVASS -Consumer Protection Department - Via del Quirinale, 21 - 00187 Rome, fax:



06.42.13.32.06, certified email: ivass@pec.ivass.it, together with all the documentation relating to the complaints handled by Europ Assistance. In such cases, and for complaints that relate to compliance with insurance industry regulations, which must be submitted directly to IVASS, your complaint must contain:

- the name, surname and address of the complainant, together with phone number;
- details of the person(s) being complained of;
- a brief but comprehensive description of the reason for the complaint;

a copy of the complaint sent to Europ Assistance Italia, and any reply provided;
 any other documents which may be useful in describing the circumstances in detail

The form for submitting complaints to IVASS can be downloaded from the website <u>www.ivass.it</u>.

Before taking legal action through the courts, you may use alternative dispute resolution systems as provided for by law or by contract.

- Mediation: by contacting a mediation body, from among those listed by the Ministry of Justice on the website <u>www.giustizia.it</u> (Law no. 98 of 9/8/2013);
- Assisted negotiation: by sending a request to Europ Assistance Italia S.p.A., through your lawyer.

## Insurance disputes concerning the determination and estimation of loss for policies covering the risk of loss (where provided for in the Terms and Conditions of insurance).

To resolve disputes about the determination and estimation of the loss, a loss adjuster will be required, where provided for in the Terms and Conditions of Insurance. A request for the commencement of a contractual loss adjustment or arbitration procedure must be sent to: Claims Liquidation Office – Via del Mulino, 4 – 20057 Assago (MI), by registered post or certified email to <u>sinistri@pec.europassistance.it</u>. For disputes concerning policies covering the risk of loss in which the contractual loss adjustment procedure has already been completed, or for those that do not relate to the determination or estimation of loss, the law requires obligatory mediation before further action, with the right to resort to assisted negotiation.

# Disputes in insurance matters relating to medical issues (where provided for in the Terms and Conditions of Insurance).

For disputes which relate to medical issues concerning accident or illness policies, an arbitration procedure will be required, where provided for in the Terms and Conditions of Insurance. A request for the commencement of a contractual loss adjustment or arbitration procedure must be sent to: Claims Liquidation Office – Via del Mulino, 4 – 20057 Assago (MI), by registered post or certified email to <u>sinistri@pec.europassistance.it</u>.

For disputes concerning policies covering the risk of loss in which the contractual loss adjustment procedure has already been completed, or for those that do not relate to the determination or estimation of loss, the law requires obligatory mediation before further action, with the right to resort to assisted negotiation.

Your right to take action through the courts remains unaffected.

In order to resolve cross-border disputes you may submit a complaint to the Italian insurance regulator IVASS, or take action through the relevant foreign system using the FIN-NET procedure (at <a href="http://ec.europa.eu/internal\_market/finnet/index\_en.htm">http://ec.europa.eu/internal\_market/finnet/index\_en.htm</a>).

# ANNEX A - GLOSSARY

**Property:** furniture, fittings and fixtures in residential properties owned by the Insured, which are located in the rented Property.

**Insured:** the owner of the property located in Italy, the Republic of San Marino and the Vatican City as indicated on the Acceptance Form. **Terms and Conditions of Insurance:** Terms and Conditions of Insurance for

Terms and Conditions of Insurance: Terms and Conditions of Insurance for the Insured, a description of the types of cover, the excluded risks and limitations on cover, and the obligations of the Insured and of Europ Assistance.

Policyholder: the natural person who signs the rental contract and who accepts this policy in favour of the Insured.

Contracting Party to the Master Policy: GREAT STAYS SrI headquarter on Via Vittorio Emanuele 46, - Castiglione del Lago (PG) VAT N. 03843520549

**Rental Contract:** the contract through which the Contracting Party to the Master Policy or the proprietor of the property grant, in exchange for rent, the use of a property to another person for a short period, for tourism purposes.

Master Policy: the contract between Europ Assistance and the Contracting Party to the Master Policy, made on behalf of its customers in relation to the Cover described in the Terms and Conditions of Insurance. The Master Policy consists of the Rules of the Master Policy, the Terms and Conditions of Insurance, and the Acceptance Form.

# 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): EuropAssistanceItaliaSpA@pec.europassistance.it Capitale Sociale Euro 12.000.000,01.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.

DNV-GL

www.europassistance.it

**Europ Assistance:** the insurer, namely Europ Assistance Italia S.p.A. – Head office and administration offices: Via del Mulino, 4 – 20057 Assago (MI) - Certified email address: <u>EuropAssistanceItaliaSpA@pec.europassistance.it</u> - Company licensed to pursue the insurance business by a Decree of the Ministry for Industry no. 19569 of 2 June 1993 (Official Gazette no. 152 of 1 July 1993) – Listed in Section I of the Register of Insurers and Reinsurers at no. 1.00108 – Member of the Generali Group, listed on the Register of Insurance Groups - Company subject to direction and coordination by Assicurazioni Generali S.p.A.

**Cover:** the insurance cover described in the Terms and Conditions of Insurance. **Building:** all the built structures comprising the premises - occupying a whole block or part of it - used for residential purposes with annexed intercommunicating office and/or professional studio, owned by and/or let by the Insured or by a person in their cohabiting family unit. It includes: fixed structures, foundations or underground structures; installations whether fixed or not, which serve the building (including but not limited to gas, water, sanitary, electrical and/or electronic, heating and air conditioning systems), lifts, goods lifts and escalators; all the finishings and enhancements pertaining to a civil residential building including but not limited to: fences, gates and main doors, fountains, swimming pools, sports fields, pitches and play equipment), antennae and related structures (such as cellars, garages, power stations and similar) even in a separate block. For insurance cover provided for part of a building, the respective share of the common parts is included.

**Property:** Any residence/home and related annexes located in Italy, the Republic of San Marino or Vatican City, owned by the Insured who has rented it out for short periods.

Indemnity: the sum paid by Europ Assistance to the Insured in the case of a claim.

Maximum Cover: the maximum sum paid by Europ Assistance in the case of a claim.

Acceptance Form: the document signed by the Policyholder containing their general details, details of the property and the amount of the premium paid by the Policyholder.

Rules on the Master Policy: Clauses of the Master Policy that govern the obligations of the Party to the Master Policy and of Europ Assistance. Policy: the document consisting of the Terms and Conditions of Insurance, and

Premium: the sum due to Europ Assistance.

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

Policy Form: insurance document proving the Master Policy and which governs the relations between Europ Assistance and the Party to the Master Policy. Claim: the occurrence of the damaging event for which the Cover is provided.



# **DATA PROTECTION STATEMENT**

# PERSONAL DATA AND ITS USE BY EUROP ASSISTANCE ITALIA S.P.A.

Information about the processing of data for insurance purposes

(as required by Articles 13 and 14 of the European General Data Protection Regulation)

Personal data is information which relates to an individual and which allows the individual to be recognised among other individuals. Personal data includes, for example, your name and surname, the number on your ID card or passport, information about your state of health, such as illnesses and accidents, and information about criminal convictions or crimes.

There are laws<sup>1</sup> which govern personal data to protect you against improper use. Europ Assistance Italia complies with these laws, and for this reason wishes to inform you of how your personal data is used<sup>2</sup>.

If the contents of this data protection statement are insufficient, or if you wish to enforce any of your rights available under the data protection laws, you can contact the **Data Protection Officer** at Europ Assistance Italia - Data Protection Office - Via del Mulino, 4 – 20057 Assago (MI) or send an email to <u>UfficioProtezioneDati@europassistance.it</u>

# Why Europ Assistance Italia uses your Personal Data and what happens if you do not provide it or authorise its use

Europ Assistance Italia uses your personal data for the following insurance purposes:

- to fulfil the activities provided for in the terms and conditions of insurance, or in order to provide the COVER; to fulfil its insurance activity, for example to offer and manage the insurance cover, collect the premiums, obtain reinsurance and perform checks and statistical controls: your ordinary data, which may relate to your location if the COVER involves geolocalisation, will be processed for the purposes of fulfilling the contract;

- to perform the insurance activity, prevent and identify cases of fraud, take legal action and report potential crimes to the authorities, carry out debt recovery, make it through group communications, protect the security of its buildings and information technology: your data will be processed in the legitimate interest of the insurance company and of third parties;

to perform the activities required by law, for example keeping documents related to the terms and conditions of insurance and claim; reply to requests by the authorities, for example the Carabinieri, the insurance regulator (IVASS): your personal data will be processed for the purposes of legal or regulatory compliance. If you do not provide your personal data and/or do not provide consent to its use, Europ Assistance Italia will not be able to perform the activities for insurance purposes and will therefore not be able to provide the COVER.

# How Europ Assistance Italia uses your personal data; who receives the data

Europ Assistance Italia, through its employees, contractors and external parties and providers,<sup>3</sup> will use the personal data obtained from yourself or from other people (for example from the policyholder, from your relatives or from the doctor providing treatment to you, from a travel companion or provider) on paper, using a computer or via the app.

For insurance purposes, Europ Assistance Italia may disclose your personal data, where necessary, to any public or private person operating in the insurance industry and to any other person performing technical, organisational or operational duties<sup>4</sup>.

Europ Assistance Italia may, depending on the activity that it is required to perform, use your personal data in Italy or internationally and may disclose it to persons based in countries which are not in the European Union, which may not be able to guarantee an adequate level of protection according to the standards of the European Commission. In such cases, your personal data will be transferred to persons outside of the European Union using the appropriate adequate guarantees, on the basis of the applicable law. You may obtain information, and if appropriate, a copy of the guarantees put in place for the transfer of your personal data outside the EU, by contacting the Data Protection Office.

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

# For how long does Europ Assistance Italia keep your personal data?

Europ Assistance Italia will keep your personal data for the time necessary to complete the purposes indicated above, in accordance with the legal requirements or, failing that, in accordance with the time periods listed below.

- The personal data contained in the insurance policies, insurance treaties and coinsurance policies, claims and dispute files will be kept for 10 years from the last entry, in accordance with the provisions of the Italian civil code, or for a further 5 years in accordance with the revisions of the insurance regulations.
- The ordinary personal data collected at any time which is accompanied by consent or non-consent to business promotions and profiling will be kept without
  any expiry date, together with evidence of the changes made by you to the consent or withholding of consent over time. You may object at any time to
  such processing and you may request the erasure of your data if the contractual or legal conditions requiring its conservation no longer exist.
- The personal data collected as a result of the exercise of the rights of the data subjects will be kept for 10 years from the date of the last entry, in accordance
  with the provisions of the Italian civil code.

The personal data of persons who have committed fraud or attempted to do so will be kept for longer than the 10-year period.

In general, the 10-year conservation period specified in Article 2220 of the civil code, or any other specific period provided for under the current laws, will apply to all matters not expressly specified herein.

# What are your rights in respect of your personal data?

With regard to the processing of your personal data you have the following rights: access, rectification, erasure, limitation, portability, revocation and objection. You may enforce these rights using the methods indicated in the paragraph below "How to enforce your data protection rights". You may submit a complaint to the Italian Data Protection Authority. More information is available at <u>www.garanteprivacy.it</u>.

# How can you enforce your rights in respect of your personal data?

To find out which of your personal data is used by Europ Assistance Italia (right of access);

- to request the rectification (updating or modification) or if possible the erasure or limitation of processing or to exercise the right of portability on the personal data processed by Europ Assistance Italia;

- to object to the processing of your personal data on the basis of the legitimate interests of the data controller or of a third-party unless the data controller or the third party can demonstrate the prevalence of its interests over yours, or where such processing is necessary in order to verify, exercise or defend the right of legal proceedings; to object to the processing of your personal data for the purposes of direct marketing

you may contact:

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

# Amendments and updates to the Data Protection Statement

In consideration of future changes to the applicable data protection laws, Europ Assistance Italia may amend or update all or part of this Statement. Any amendments, addition or update will be communicated to you in accordance with the applicable laws, and will also be published on the website <u>www.europassistance.it</u>, where you can also find more information about the data protection policies adopted by Europ Assistance Italia.

<sup>&</sup>lt;sup>1</sup> The European General Data Protection Regulation EU 2016/679 (the GDPR) and primary and secondary Italian legislation.

<sup>&</sup>lt;sup>2</sup> Europ Assistance Italia operates as the Data Controller in accordance with the GDPR.

<sup>&</sup>lt;sup>3</sup> In accordance with the GDPR, these persons will be designated as Data Processors and/or persons authorised to process the data, or will operate as independent data controllers or joint data controllers, and will perform technical, organisational and operational duties. They include <u>for example</u>: agents, sub-agents, other agency staff, producers, insurance brokers, banks, asset management companies and other retail channels; insurers, coinsurers and reinsurers, pension funds, actuaries, approved lawyers and doctors, technical advisers, breakdown recovery services, loss adjusters, body shops, vehicle breakage yards, healthcare facilities, claims settlement firms and other approved service providers, companies in the Generali Group and other companies providing contract and service management, IT services, remote, financial, administration, archiving, document management, auditing and certification services, and companies specialising in market research and service quality surveys.

<sup>&</sup>lt;sup>4</sup> To the policyholder, to other branches of Europ Assistance, companies in the Generali Group and to other persons <u>for example</u> insurance intermediaries (brokers, sub-agents and banks); coinsurance or reinsurance companies; lawyers, doctors, consultants and other professionals; providers such as body shops, breakdown recovery services, breakers' yards and health facilities, claims management firms and other companies providing services related to IT, telematics, financial, administration, archiving, mailing and profiling or customer surveys.