

**Court of the *University of Eastern Piedmont* no. 2 year 2022.**

**President: Nicolò Bellotto.**

**Speakers: Nicolò Bellotto, Anna Cremona, Maria Gabriella Guerra, Filippo Margheritis, Gaia Verrigni, Davide Visin.**

**Date of composition: 13/04/2022.**

### **Sentence**

With regard to Appeal YZ/2031 petitioned by:

Sig. Horatio Munk represented and defended by: *Carzaniga Riccardo, Di Grigoli Erika, Dumitru Alexandru Leonard, Caivano Federica, Chiodini Letizia, Hdigellou Ymen, Mantovani Matilda.*

**- Plaintiff -**

### **Against**

The insurance company 'The Star Maker Insurance' represented and defended by: *Angelini Silvia, Molon Marica, Patria Gabriele, Perolio Gioele, Raffini Ernesto, Roudami Ibtissam, Tamagnini Asja.*

**- Defendant -**

### **The decision**

Therefore

The Court declares that the arbitral clause and the hidden clause contained in the contract stipulated between Star Maker Insurance and Sig. Horatio Munk, are to be considered null and void.

For this reason, the arbitral award is vitiated *ab origine*, regardless of any infringements in the adversarial process and any other issue, which are hereby assimilated.

Consequently, both the judges appointed by arbitration and the hearing effected exclusively in written form are to be considered invalid.

In the light of a careful reading of the GDPR, it is affirmed that the data have been processed in a non-transparent and automated way. In addition, Sig. Munk was not given the option to choose to be able to interact with a natural person.

The Court, however, rejects Sig. Munk's claim for compensation in respect of expenses not covered by the policy.