

# TRAVEL INSURANCE ATTIS STAY CANCELLATION

**General Terms and Conditions** 



# One-click information

In order to directly consult the section in which  $\underline{You}$  are interested,  $\underline{You}$  may go directly to the Contents and click the corresponding section.

Para volver al Índice puede pinchar sobre el texto "Ir a Índice" en la esquina inferior izquierda de cada página



INTRODUCTION Introduction and Guide to understanding Your General Terms and Conditions	3
<b>HOW TO CONTACT US</b> Telephone, email and website to contact <u>Us</u>	5
<b>GENERAL TERMS AND CONDITIONS</b> Requirements that must be met in order to purchase this <u>Policy</u>	6
PRIOR INFORMATION Information that We provide You prior to purchasing this Policy	8
<b>DEFINITIONS</b> Meaning of important words used in this <u>Policy</u>	9
PROCEDURES IN THE EVENT OF INSURED LOSS Information on how to establish contact in the event that You need assistance or wish to present a claim for indemnity or the payment of expenses	11
<b>TRAVEL INSURANCE</b> Cover, exclusions and requesting assistance for each provision:	12
<ol> <li>Stay cancellation</li> <li>Travel curtailment</li> </ol>	

<b>GENERAL EXCLUSIONS</b> General exclusions for this <u>Policy</u>	19
PAYMENT AND CANCELLATION OF THE POLICY How to pay, modify or cancel <u>Your</u> policy	2
COMPLAINTS How and to whom to submit a claim	2
LEGISLATION, JURISDICTION AND GOVERNANCE	2
PROCESSING OF PERSONAL DATA  How and for what purpose do <u>We</u> use <u>Your</u> data	2.
COVER AND LIMITS	20



The purpose of this <u>Policy</u> is is to establish insurance to cover cancellation costs in the event that <u>You</u> are required to cancel Your Stay or interrupt Travel due to a chance event.

The aforementioned chance event must occur following a period of 72 hours or greater subsequent to purchasing the insurance, unless the said purchase takes place at the same time as the booking of the Tourist Accommodation.

We guarantee the risks included under the policy type purchased, up to the limits indicated therein.

#### One-click information



In order to consult the section in which <u>You</u> are interested, <u>You</u> may go directly to the Contents and click the corresponding section.

If <u>You</u> click on the **underlined words** that <u>You</u> find throughout this document, <u>You</u> will be taken directly to the corresponding section.

#### Contract types

The insurance and the financial limits purchased are indicated in <u>Your</u> Specific Terms and Conditions, along with the cover period and territorial scope.

We ask that You carefully read in these **General Terms and Conditions** together with <u>Your</u> Specific Terms and Conditions.

# How to read the terms and conditions of this Policy

The cover, exclusions and procedures in the event of an <u>Insured Loss</u> are shown as follows:



#### What is covered by your policy

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What is not covered by your policy

On the left-hand side  $\underline{\text{We}}$  detail the cover for each provision.

On the right-hand side, <u>We</u> indicate what is excluded from each provision.



# **Procedures in the event of Insured Loss**

Following the cover and exclusions, We indicate how to contact Us in each situation.

#### Important points

Throughout the terms and conditions, <u>We</u> will provide <u>You</u> with additional information, clarification and suggestions in the following manner:



# Information



Clarification



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Advice

 $\underline{\text{We}}$  will indicate the information, clarification or suggestion that  $\underline{\text{We}}$  wish to provide.

#### Print

These General Terms and Conditions are designed to be read on-screen. <u>You</u> may wish to print them, however, as the document is very long, <u>We</u> recommend doing this in black and white and only printing the sections that You need.



CONTENTS 3 / 29

#### Your Policy

#### How to get the most out of Your insurance

We want You to get the most out of Your insurance. To this end, We ask You to:

- Read the General Terms and Conditions together with the Specific Terms and Conditions and ensure that the insurance covers those events that You consider may occur.
- Ensure that <u>You</u> understand the conditions and exclusions of <u>Your</u> <u>Policy</u> because, in the event that these conditions are not met, it could affect any claim or request that You make.

By accessing https://ea.eclaims.europ-assistance.com You will be able to take advantage of the Travel Protection Portal service, where You will find additional services and tools which are highly beneficial for Your peace of mind throughout Travel.

#### Modification of the details in the Policy

The <u>Policyholder</u> is required to notify <u>Us</u> of any modification to the details thereof. This must be performed in writing at the earliest opportunity. <u>We</u> reserve the right to suspend cover where this obligation is not met.

In particular, You must inform Us of changes relating to:

- Your place of residence
- Travel destination
- Departure or return dates

In the event of any doubt, You may contact Our customer service:

#### **CUSTOMER SERVICE**



900 299 373 (from Spain) +34 91 514 37 99 (from abroad)



atencion\_cliente@europ-assistance.es



# Important Clarification

This insurance does not cover everything. It solely covers situations as described in these General Terms and Conditions.

Some important events that are not covered are:

- Events indicated in the sections of the <u>General Terms and Conditions</u> and <u>General Exclusions</u>.
- Events indicated in section "What is not covered by <u>Your Policy</u>" for each provision or module
- The insurance excess that We indicate in each section
- Management fees for the issue or cancellation of services. These are the amounts charged by travel agencies.
- Insurance premiums. Payment of the insurance is what enables <u>You</u> to ask for the reimbursement of the Travel cancellation costs of cancelling Your Stay.
- - Any other supplement that is not charged by the service providers.

IF WE DO NOT INDICATE THAT SOMETHING IS COVERED, YOU MUST ASSUME THAT IT IS NOT COVERED

# (i) Important information

Some important conditions applying to Your Policy are as follows:

- The insurance term, the territorial scope covered and the policy type purchased, along
  with the provisions and exclusions thereof; all items are indicated in <u>Your</u> Specific Terms
  and Conditions.
- Your Policy is intended solely for persons resident in Spain.
- Solely those events that occur within the effective term of the insurance are covered.



CONTENTS 4 / 29

Ensure that You have Your Policy number to hand when You contact Us

#### **CANCELLATION COSTS, TRAVEL CURTAILMENT**



https://ea.eclaims.europ-assistance.com

Access the web page and register.

Once  $\underline{You}$  have performed this,  $\underline{You}$  will be able to create  $\underline{Your}$  claim for payment of authorised expenditure and track the progress thereof.



Apdo. Correos 36316 - 28020 MADRID

In the event that  $\underline{We}$  request original documentation,  $\underline{You}$  are required to send this to the above address.



#### **CUSTOMER SERVICE**



900 299 373 (from Spain) +34 91 514 37 99 (from abroad)



atencion\_cliente@europ-assistance.es

In the event that You have any doubts regarding Your Policy



#### **COMPLAINTS SERVICE**



reclamaciones@europ-assistance.es



EUROP ASSISTANCE Complaints Service Paseo de la Castellana, 130 - 28046 MADRID



#### **PERSONAL DATA PROTECTION**

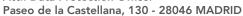


delegadoprotdatos@europ-assistance.es



**EUROP ASSISTANCE** 

Att.: Data Protection Officer







#### Important conditions with respect to Your Policy

- The duration of the insurance, the territorial scope for cover, as well as the policy type chosen and coverage and exclusions thereof, are as stipulated in the Specific Terms and Conditions of Your Policy.
- Your Policy is intended solely for persons resident in Spain.
- Solely those covered <u>Insured Losses</u> that occur within the effective term of the insurance are covered.

#### Entry into force and insurance term

<u>Your</u> insurance policy will enter into force on the date indicated in the Specific Terms and Conditions provided that You have accepted the terms and conditions and paid the Premium.

#### Commencement of insurance cover

Coverage will commence on the date indicated in the Specific Terms and Conditions of the <u>Policy</u>.

For cover relating to costs of cancellation of travel prior to commencement, the event causing the cancellation of <u>Travel</u> must occur following a period of 72 hours subsequent to the purchase of the insurance unless the insurance is purchased at the same time as the purchase of Travel.

#### Insurance term

The insurance term shall be that stipulated in the Specific Terms and Conditions of Your Policy.

#### Territorial Scope

Coverage under this <u>Policy</u> is valid throughout the territorial scope indicated in <u>Your</u> Specific Terms and Conditions. This consists of the scope for which <u>You</u> have purchased insurance, other than for the established distance exclusion or, where specifically indicated otherwise in the definition of the provision.

Although featuring in the territorial scope purchased, <u>We</u> do not guarantee the provision of assistance in those countries that are in a state of war, insurrection or armed conflict of any nature, whether officially declared or otherwise. In this case, <u>We</u> will pay those expenses covered and duly justified by means a copy of the invoices and proof of payment. <u>We</u> reserve the right to request originals where <u>We</u> consider this to be necessary.

This insurance provides cover in the countries and destinations indicated in <u>Your Policy</u>, with the exception of the following countries and territories: Iran, Crimea, North Korea, Syria, Venezuela and Belarus.

#### Insurance limits

The financial limits that are shown for each of the guarantees of this <u>Policy</u> are total maximum amounts during the entire effective term indicated in the Specific Terms and Conditions, except where expressly indicated otherwise. The limits shall be those corresponding to the policy type purchased.

#### Caution

 $\underline{You}$  are required to do whatever is necessary to reduce the risk of the application of any cover under Your insurance.

In the event that <u>You</u> do not take adequate precautions, it is possible that <u>We</u> will reduce the amount of any claims request or the payment of expenses, or otherwise reject payment.

#### Subrogation

<u>We</u> are subrogated, up to the total cost of the services provided by <u>Us</u>, into the rights and proceedings corresponding to <u>You</u> against any person responsible for the events and which have led to <u>Our</u> intervention. Where the guarantees undertaken in performance of this <u>Policy</u> are covered in part or wholly by another <u>Insurer</u>, Social Security or any other institution or person, <u>We</u> shall be subrogated into <u>Your</u> rights and proceedings against the said company or institution. To this effect, <u>You</u> undertake to actively collaborate with <u>Us</u> providing any help or furnishing whatever documentation which may be considered necessary.

#### Prescription

The proceedings to which <u>You</u> are entitled and derive from the insurance contract prescribe following a period of two years as of the termination of the insurance (five years for insurance relating to persons, as in the case of cover for accident insurance).

#### Communications

<u>You</u> are required to contact <u>Us</u> directly regarding any question related to <u>Your</u> <u>Policy</u>. <u>You</u> may consult the manner in which to do this in the section "How to contact Us".

Those communications that reach  $\underline{Us}$  in the name of the <u>Policyholder</u> via an insurance broker or agent are also be valid.

# Divergence

Should the content of the policy differ from the insurance proposal or the agreed clauses, the <u>Policyholder</u> has a period of one month as of the delivery of the policy to require that the existing discrepancy is made good. The said time frame having lapsed without making such a claim, the items set out in the policy will stand.



CONTENTS 6 / 29

#### International Sanctions

<u>We</u> will not provide cover, accept any claim or provide any service or provision whatsoever under the policy that may expose <u>Us</u> to any sanction, prohibition or restriction by way of the sanctions issued by the United Nations, any trade or economic sanctions, laws or regulations of the European Union or of the United States of America.

For further details, please visit the web pages:

https://www.un.org/securitycouncil/sanctions/information,

https://sanctionsmap.eu/#/main,

https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx

#### Clause regarding travellers from the United States

In order that services may be provided or payments made, where <u>You</u> are a citizen of the United States of America travelling to Cuba, it is necessary to substantiate that travel to Cuba is in accordance with the laws of the United States.



# Important information

<u>You</u> will solely benefit from the coverage of <u>Your Policy</u> where <u>You</u> have followed the official travel recommendations published by a government authority in <u>Your</u> country of origin.

These recommendations are those that are in force on the date of commencement of Your Stay.

The recommendations include "advice against travel or relocation, other than where essential".



# **PRIOR INFORMATION**



Pursuant to the stipulations of article 96.1 of Act 20/2015, dated July 14, on the organisation, supervision and solvency of insurance and reinsurance companies and Royal Decree 1060/2015, dated November 20, approving the implementing regulations thereof, it is expressly stated that the information contained in this clause has been notified to the Insurance Policyholder prior to entering into contract.

- 1. This insurance contract is entered into under the provisions of the right of establishment with the Spain Office of the French insurer Europ Assistance, a French limited liability company governed by the French Insurance Code, with equity capital of 46,926,941 Euro, registered with the number 451 366 405 RCS Paris, and domiciled at 2 rue Pillet-Will 75009 Paris. Francia.
- Europ Assistance S.A., Sucursal en España is duly registered in the Administrative Register of Insurance Entities of the Directorate General for Insurance and Pension Funds (Dirección General de Seguros and Fondos de Pensiones), with key E0243 and registered office at Paseo de la Castellana, 130 - 28046 MADRID
- 3. Without prejudice to the authority of the General Directorate of Insurance and Pension Funds (DGSFP), the member state to which the regulation of the <u>Insurer</u> corresponds is France and, within the said member State, the Authority to whom regulation corresponds is the Autorité de Contrôle Prudentiel et de Résolution (ACPR), domiciled at no. 4, Place de Budapest, CS 92459, 75436 Paris Cedex 09, France.
- 4. This insurance contract is governed, where applicable, by the items agreed in the General, Specific and Special Terms and Conditions in accordance with the stipulations of Act 50/80, dated October 8, on Insurance Contracts; the Insurance and Reinsurance Company Regulation, Supervision and Solvency Act (Act 20/2015, dated July 14) and implementing regulations thereof.

- 5. The solvency of Europ Assistance S.A., Sucursal en España is not subject to Spanish legislation. The report covering the financial situation and solvency of the <u>Insurer</u> is available on the website thereof.
- 6. That, in the event of any complaint or claim, Europ Assistance S.A., Sucursal en España makes a Complaints Service system available to <u>Insured Persons</u>, the Regulations of which may be consulted at the website www.europ-assistance.es.

Policyholders, insured persons, beneficiaries, aggrieved third parties or assignees of any of the aforementioned may present complaints in the section "Customer Protection" of the website or in writing to the Complaints Service:

#### **Complaints Service**

#### Paseo de la Castellana, 130 - 28046 MADRID

This independently managed service will, within a maximum period of two months, attend to and resolve the written complaints directly addressed to it, in compliance with Statute ECO/734/2004, dated March 11 and Act 44/2002, dated November 22.

Having exhausted the procedure of the Complaints Service system, the claimant is entitled to present the complaint to the 'Comisionado para la Defensa del Asegurado y del Partícipe en Planes de Pensiones' (Commission for the Defence of <u>Insured Persons</u> and Pension Plan Participants), the address of which is:

Paseo de la Castellana, 44. 28046 Madrid.

7. The contract is subject to Spanish legislation, a judge corresponding to the usual place of residence of the Insured Person having jurisdiction.



CONTENTS 8 / 29

All words and expressions defined below have the same meaning in the  $\underline{\text{Policy}}$ . Throughout the document they appear in upper case.

The definitions appear in alphabetical order.

A	Abroad	Any country other than Spain.
	Accident(s) / accidental	Bodily injury or material damage that occurs during the effective term of the Policy. This must be caused by an event that is sudden, external and unintentional on the part of the Insured Person.
В	Breakdown	Is the damage occurring to a vehicle or means of transport. This damage must be caused by internal, common, unforeseen and unavoidable causes and immobilise and impede the use thereof.
C	Companion(s)	Any person other than the Insured Person registered in the same booking of the Tourist Accommodation. This person is not required to be insured, unless indicated otherwise.
E	Epidemic(s)	An Epidemic is considered as consisting of the sudden, wides- pread appearance of an infectious disease that spreads rapidly and simultaneously affects many people in the same or various geographical areas.
F	Force Majeure	Any event not caused by human action. The said event must be unforeseeable or, in the event that it is foreseeable, must prove unavoidable.
1	Immediate Family	Spouse or civil partner duly registered in the corresponding official register. Parents, parents-in-law, children, sons and daughters-in-law, siblings and siblings-in-law, grandchildren and grandchildren-in-law, grandparents and grandparents-in-law.
	Insured loss(es)	An event that is sudden, accidental, unforeseen and unintentional on the part of the Insured Person, the damages of which are insured under this Policy. Various damages relating to the same cause are considered as a single insured loss.
	Insured Person(s), You, Your	The natural person that features as the Insured Person in the Specific Terms and Conditions of the Policy. The Usual Place of Residence of the aforementioned must be located in Spain. The Insured Person assumes the duties derived from the Policy.



	Insurer, Us, Our, We	Europ Assistance, S.A., Sucursal en España, with registered office at Paseo de la Castellana, 130, 28046 Madrid, that assumes the contractually agreed risk. Europ Assistance is authorised and regulated by the Autorité of Contrôle Prudentiel et de Résolution (ACPR), with registered office at 4, Place of Budapest, CS 92459 Paris Cedex 09, Francia, and by the General Directorate of Insurance and Pension Funds (Dirección General de Seguros y Fondos de Pensiones), of the Spanish Economy Ministry (Ministerio de Economía), with respect to market practices.
N	Natural disaster	Flooding, earthquake, tsunami, land slippage, avalanche, hurricane, tornado, fire, volcanic activity and/or any other phenomena declared as a natural disaster by the corresponding authorities. The aforementioned must be caused by nature, rather than human activity.
P	Pandemic(s)	An epidemic disease that spreads to many countries or affects almost all individuals in a location or region.
	Petty theft	Removal of another's movable property without violence or inti- midation to persons or the use of force.
	Place of Travel Destination	City, town, village or place where the Tourist Accommodation is located.



CONTENTS 9 / 29

	Policy	The contractual document that contains the Regulatory Terms and Conditions of the Insurance. The General Terms and Conditions and Individual and Specific Terms and Conditions (individualising the risk), as well as any supplements and schedules that are issued to complete or modify the same, or represent integral parts thereof.
	Policyholder	The person or entity that contracts and pays for the Policy to the Insurer. The Policyholder assumes the duties corresponding thereto and that are derived from the Policy.
	Premium	The price of the insurance. The receipt of the premium includes the price of the insurance, any surcharges and legally applicable taxes.
Q	Quarantine	Temporary isolation of persons to prevent an infectious disease from spreading.
S	Sabotage	Intentional damage or destruction of a service, facilities, process, etc., used in protest against the owner or operator thereof.
	Stay	The period of time for which an Insured Person has purchased Tourist Accommodation.
	Serious Illness / Serious Accident	<ul> <li>We consider to be Serious any Illness or Accident that:         <ul> <li>Requires hospitalisation for a period of at least 24 hours (the time spent in accident and emergency is not considered to represent hospitalisation) and/or</li> <li>That causes a severe lack of function of the upper and/or lower extremities in accordance with the criteria of Our medical team.</li> </ul> </li> <li>We likewise consider the diagnosis of a cancer (or other illness) as a Serious Illness where this requires active treatment on the dates of travel. The aforementioned diagnosis must be subsequent to the purchase of the Policy.         <ul> <li>Common or minor illnesses (for example, influenza, gastroenteritis, lumbago, asthma, among others) are considered as Serious Illnesses in the event that they require hospitalisation (as previously indicated) and the doctor who intervenes advises against travel in the medical report.</li> </ul> </li> </ul>
	Strike	Collective stoppage of work on the part of workers in order to achieve a particular goal or exert pressure with respect to certain situations.

Т	Terrorism	Genuine use or threat of force or violence on the part of any person or group of persons. This person or group of persons may act in isolation or in relation to a political, religious, ideological or similar organisation. The intent of the aforementioned is to intimidate a government or society in general. An act of terrorism must be declared as such by the government of the location in which it occurs.
	Theft	Removal of another's movable property with violence or intimidation to persons or the use of force.
	Tourist Accommodation	Legally accredited establishment that is professionally dedicated to providing accommodation to people in exchange for a financial consideration.  For example: hotels, hostels, guest houses, bed & breakfast, tourist apartments, country houses, camp sites.
	Travel	Travel to reach the Tourist Accommodation, away from the Usual Place of Residence of the Insured Person, from depature up until return.
U	Unforeseen Illness	Unforeseen change in the state of health of a person during Travel insured under the Policy. The said impairment in health most require assistance by a doctor. The aforementioned must necessarily be a legally recognised doctor or dentist that diagnoses and confirms the said change in health. We consider Covid-19 as being equivalent to any other illness.
	Usual Place of Residence	The place of residence declared by the Insured Person and located in Spain.



# To request Indemnity / Payment of expenses

#### Our commitment:

- · A highly experienced member of Our team shall attend to Your request and inform You of the steps to follow;
- Your call will be returned where We have made a commitment to this;
- You shall be kept informed of the progress of Your request;

#### In order to present Your request;

- For each provision and module We explain the steps to be followed in the event of requiring assistance or requesting indemnity or the payment of expenses.
- Search for what You need in the corresponding provision or module and ensure that You have all of the information or documentation that We will request.
- Save copies of all of the documentation and correspondence that You send Us.
- You may view the contact details in this section "How to contact Us"

# Important note

For the submission and processing of Your request, You must provide Your Policy number.

The expenses arising from the provision of justifying statements will be borne by You.

#### Information that You are required to provide in all cases:

In all cases We will request:

- Policy number, make sure You have this to hand
- Name and surname
- Contact telephone number
- What You need



# Important information

You are required to do whatever is necessary to reduce the risk of the application of any cover under Your Policy.

In the event that You do not take adequate precautions, it is possible that We will reduce the amount of any claims request or the payment of expenses, or otherwise reject payment.

#### Information and conditions of Your request

Your request for assistance, indemnity and/or the payment of expenses entails authorisation on Your part for Us to:

- Take charge of and act on Your behalf in the defence of any request covered under Your
- Undertake legal proceedings on Your behalf in order to recover any amount covered by Your insurance that We have paid, the costs being borne by Us;
- Procure information regarding Your medical condition (with Your permission) in order to manage any request for medical assistance or with respect to the cancellation of Travel. We will not provide personal information to third parties without Your prior approval.

We will not pay amounts exceeding those indicated in the Specific Terms and Conditions.

In order that We may pay any expense, the presentation of copies of the original invoices along with proof of payment is a necessary requirement. We reserve the right to request originals where We consider this to be necessary.

#### Important note

Reimbursements performed by Us are made in accordance with Spanish law, in particular with regard to the stipulations concerning payments in cash and capital flows out of the national territory.

In the case of the costs of the contingencies covered paid by You in cash outside of Spain, We will solely reimburse an amount equivalent to or exceeding 10,000 Euro or collateral thereof in foreign currency where a bank statement is supplied of the withdrawal outside Spain or where a declaration is made pursuant to Article 34 of Act 10/2010 on the prevention of money laundering.

#### Currency

At all times We will pay the indemnity, costs or services in the currency in which the expense arises. In the case of currencies where there is no exchange with the European Central Bank, We will make payment in Euro. The exchange rate will be that available at any widely recognised banking institution that accepts the aforementioned currency exchange.



CONTENTS 11 / 29

# TRAVEL INSURANCE







CONTENTS 12 / 29





# What is covered by **Your Policy**



# What is not covered by **Your Policy**

In the event that <u>You</u> have to cancel <u>Your</u> <u>Stay</u> prior to the commencement thereof, we will pay the cancellation costs invoiced by <u>Your</u> provider pursuant to the conditions of sale, **up to the limit corresponding to the policy type purchased.** 

<u>You</u> are required to cancel the <u>Stay</u> prior to the date of commencement thereof and notify this to the provider. <u>We</u> will not pay management fees for issue or cancellation, insurance or any other supplements that are not borne by the provider of the service.

This cover is valid as of the moment of the booking of the <u>Tourist Accommodation</u>, up to the date and time at which the period of accommodation commences.

The insured grounds for the cancellation of the <u>Stay</u> must occur following a period of 72 hours subsequent to <u>Your</u> purchase of the insurance, unless purchase is at the same time as the booking of the <u>Tourist Accommodation</u>. The insured grounds leading to the cancellation of the <u>Stay</u> on the anticipated date are as follows:

#### For health reasons:

- 1. Serious Illness, Bodily Injury or Death of:
  - You
  - an immediate or second-degree family member or relative
  - the person caring for <u>Your</u> children of less than 14 years of age or disabled persons in <u>Your</u> charge
  - Your professional substitute
- 2. Death of a relative of yours of third-degree kinship.
- 3. In the event that You are unexpectedly summoned for surgical intervention.
- 4. In the event that You suffer complications with pregnancy or suffer a miscarriage.
- 5. In the event that You are summoned for an organ transplant.
- 6. In the event that the child or sibling of yours of less than two years of age becomes ill and is covered under this insurance.

#### For legal reasons:

- 7. In the event that <u>You</u> are summoned to appear as a party or witness in court or as a jury member.
- 8. In the event that You are called to serve at an election polling station.
- 9. In the event that <u>You</u> are detained by the police (provided that this is not for a criminal offence).
- 10. In the event that You are summoned for procedures relating to Your divorce.

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# Important information

The exclusions relating to this provision are indicated below.

<u>You</u> must also consult the <u>General Exclusions</u> referring to all of the provisions and modules of the Policy.

This <u>Policy</u> does not cover the costs arising from the booking of excursions, visits, entrance tickets or any other costs that are not exclusively related to transport and accommodation. Unless expressly included in the corresponding cover, the damages, situations, expenses and consequences arising from the following are excluded from the insured provisions.

- Suicide, attempted suicide or self-harm on Your part.
- <u>Epidemics</u>; pandemics; infectious diseases that appear suddenly and spread rapidly through the population. <u>Quarantine</u> periods derived from any of the aforementioned causes are likewise excluded.
- Illnesses caused by atmospheric pollution and/or contamination.
- Acts of reckless disregard or gross negligence; the expenses arising from criminal acts and <u>Your</u> participation in wagers, challenges or disputes, other than in cases of legitimate self-defence and/or when Your life is at risk.
- Any cause that leads to the necessary cancellation of <u>Travel</u> that is not specifically stated as a covered cause in the corresponding article shall be expressly excluded.
- Cancellation of <u>Travel</u> due to lack of a vaccine, inability to receive vaccination or follow the necessary medical treatment required for travel to certain countries.
- The lack of or failure to present necessary travel documents, such as passport, visa (other than an unexpected failure of the grant of visas without justification), tickets or expired ID cards.
- Any meteorological event that entails not undertaking the activities for which <u>Travel</u> is envisaged, excepting cover due to the official declaration of a disaster area.
- Any grounds that may not be demonstrated by means of documents that corroborate the motive for the cancellation of the <u>Tourist Accommodation</u> booking.
- Cancellation due to any Illness that is not serious in nature, other than those expressly covered.







# What is covered by **Your Policy**

- 11. In the event that <u>You</u> are to be given a child in adoption on the anticipated dates for Accommodation.
- 12. In the event that You are refused a visa by the Consulate without justified grounds.
- 13. In the event that <u>You</u> are summoned by an official body in order to sign any document in person.

#### For employment reasons:

- 14. In the event that <u>You</u> are dismissed from <u>Your</u> employment. This dismissal must not be disciplinary.
- 15. Commencement of employment in a new company in which <u>You</u> had not been engaged during the previous six months. In the event that <u>You</u> are employed by a temporary employment agency, <u>We</u> consider the companies in which <u>You</u> have worked rather than the agency itself.
- 16. In the event that <u>You</u> are required to attend official public sector exams on the dates of Stay.
- 17. In the event that Your employment contract is extended.
- 18. In the event that <u>You</u> are forcibly transferred in <u>Your</u> work, requiring a change of residence to a different province.

#### Due to extraordinary circumstances:

- 19. Severe damage to <u>Your</u> residence (main or secondary) or professional premises. (where <u>Your</u> presence is essential). <u>We</u> consider severe damage to be that produced by a fire, explosion, flooding, Theft or natural forces.
- 20. In the event that <u>You</u> are unable to commence <u>Your Stay</u> due to acts of air, land or maritime piracy at any point on the route to the Tourist Accommodation.
- 21. In the event that the Authorities officially declare a "disaster area" in the place where the <u>Tourist Accommodation</u> is situated.
- 22. In the event of an act of terrorism or a natural Disaster at the destination. This must occur within the 30 days prior to the date of commencement of <u>Your Stay</u>. The aforementioned must likewise occur within a distance of less than 30 km from the place where the <u>Tourist Accommodation</u> is located.
- 23. In the event that Your company is declared insolvent.

#### Other grounds:

24. In the event that <u>Your</u> income tax declaration is challenged by the Inland Revenue (Ministerio of Hacienda) for an amount exceeding 600 Euro.







# What is covered by **Your Policy**

- 25. In the event that <u>You</u> cancel the <u>Tourist Accommodation</u> booking due to winning similar accommodation in a public prize draw witnessed by a notary.
- 26. In the event that <u>Your</u> documentation or baggage is stolen immediately prior to <u>Travel</u>, rendering the commencement thereof impossible.
- 27. In the event that <u>Your</u> vehicle or that of <u>Your</u> spouse suffers a breakdown or <u>Accident</u> and <u>Travel</u> becomes impossible due to the fact that the repair cost exceeds 600 Euro.
- 28. In the event that  $\underline{You}$  are awarded an official scholarship that coincides with the dates of Your Stay.

In the event that  $\underline{You}$  are unable to commence  $\underline{Your}$   $\underline{Stay}$  due to any of the insured grounds,  $\underline{You}$  are entitled to opt to:

- cancel Your Stay, or
- assign Your Tourist Accommodation or change the name to that of another person, or
- modify the dates of the Stay to another time.

In the event that  $\underline{You}$  choose to assign the booking or modify the dates,  $\underline{We}$  will pay the expense arising from the changes where these are less than the price of the  $\underline{Stay}$ . In both cases,  $\underline{You}$  waive the right to request payment for any other type of expense due to the cancellation of the  $\underline{Stay}$ .

#### Maximum indemnity per claim

For each Claim, we will pay up to the financial limit indicated for the policy type purchased. This amount is that established for the same, individual Claim and for all insured persons included in the same group policy, regardless of number. In the event that the amount payable exceeds the indicated limit, we will share the amount proportionately between the insured persons affected.







# Procedures in the event of Insured Loss

#### What You are required to do prior to and during Your claim for the reimbursement of expenses:

You are required to notify the cancellation of the Tourist Accommodation booking to the travel agency, Tour Operator or accommodation service provider as soon as You become aware of this.

In the event of failure to perform the aforementioned, this provision shall cease to be applica-

#### **CANCELLATION COSTS**



https://ea.eclaims.europ-assistance.com

Access the web page and register.

Once You have performed this, You will be able to create Your claim for payment of authorised expenditure and track the progress thereof.



Apdo. Correos 36316 - 28020 MADRID

In the event that We request original documentation, You are required to send this to the above address.



#### Documentation that You are required to provide us:

- Justifying statement issued and stamped by a recognised third party indicating the grounds rendering travel to the Tourist Accommodation on the anticipated date impossible (for example: medical report issued by an intervening doctor or death certificate, fire service report, insurance company report...). We consider a "third party" to consist of any person other than You or an Immediate Family Member, Companion or employee of Yours.
- The justifying statement must feature the grounds for the cancellation of the Stay and necessarily include the date on which this occurred (for example: hospitalisation, death, Insured Loss...).
- In the event that You cancel Travel on medical grounds, Our medical team will decide whether the cancellation is justified. You must bear in mind that the medical report:
  - must not be handwritten.
  - must have been issued by a specialist in the illness that you have suffered.

In the event that the medical report is handwritten and/or has been issued by a general practitioner, and Our medical team so requests, You are required to send us:

- a copy of the prescription for the medication prescribed by the doctor and
- the proof of payment for this medication
- Copy of the invoice and/or proofs of payment of Your booking to the provider.
- Copy of the invoice for cancellation costs and/or receipts for payments made by You corresponding to the expense of cancelling Your booking.
- Any other document that We require in order to process Your case.

We reserve the right to request originals where We consider this to be necessary.

The expenses that We pay will be those invoiced by Your service provider pursuant to the proper application of the conditions of sale.



# Important advice

The expenses relating to the cancellation of the Tourist Accommodation booking must necessarily be substantiated by the documentation that We request of You.



TRAVEL INSURANCE CONTENTS 16 / 29



#### 2. CURTAILMENT OF TRAVEL



# What is covered by **Your Policy**



# What is not covered by **Your Policy**

In the event that  $\underline{You}$  are required to interrupt  $\underline{Travel}$ ,  $\underline{We}$  will pay the expenses corresponding to temporary accommodation for the unused days of  $\underline{Travel}$  up to the limit corresponding to the policy type purchased.

In order to calculate the amount that  $\underline{We}$  are required to pay you,  $\underline{We}$  divide the total amount of the cost of accommodation by the number of nights purchased and persons.  $\underline{We}$  multiply the resulting amount by the number of nights not enjoyed by  $\underline{You}$ .

The insured causes consist of:

- Death of:
  - You or
  - an Immediate Family Member.
- Bodily injury or <u>Serious Illness</u> that entails hospitalisation and prevents continuation of Travel.
- Bodily injury or <u>Serious Illness</u> that entails the hospitalisation of an <u>Immediate Family</u> Member.
- Severe damage to <u>Your</u> residence (main or secondary) or professional premises (where <u>Your</u> presence is essential). <u>We</u> consider severe damage to consist of that caused by fire, explosion, <u>Theft</u> or damage caused by the forces of nature.
- In the event that <u>You</u> are dismissed from <u>Your</u> employment. This dismissal must not be disciplinary.
- In the event that <u>You</u> are forcibly transferred in <u>Your</u> work, requiring a change of residence.
- Commencement of employment in a new company in which <u>You</u> had not been engaged
  during the previous six months. In the event that <u>You</u> are employed by a temporary
  employment agency, <u>We</u> consider the companies in which <u>You</u> have worked rather than
  the agency itself.
- In the event that <u>You</u> are summoned to appear as a party, witness in court or as a jury member.

The covered causes must arise following commencement of Travel.

# Important information

The exclusions relating to this provision are indicated below.

You must also consult the General Exclusions referring to all cover under the Policy.

This <u>Policy</u> does not cover the costs arising from the booking of excursions, visits, entrance tickets or any other costs that are not exclusively related to transport and accommodation. Unless expressly included in the corresponding cover, the damages, situations, expenses and consequences arising from the following are excluded from the insured provisions.

- Suicide, attempted suicide or self-harm on Your part.
- <u>Epidemics</u>; pandemics; infectious diseases that appear suddenly and spread rapidly through the population. <u>Quarantine</u> periods derived from any of the aforementioned causes are likewise excluded.
- Illnesses caused by atmospheric pollution and/or contamination.
- Acts of reckless disregard or gross negligence; the expenses arising from criminal acts and <u>Your</u> participation in wagers, challenges or disputes, other than in cases of legitimate self-defence and/or when Your life is at risk.
- Any cause that leads to the necessary cancellation of <u>Travel</u> that is not specifically stated as a covered cause in the corresponding article shall be expressly excluded.
- Cancellation of <u>Travel</u> due to lack of a vaccine, inability to receive vaccination or follow the necessary medical treatment required for travel to certain countries.
- The lack of or failure to present necessary travel documents, such as passport, visa (other than an unexpected failure of the grant of visas without justification), tickets or expired ID cards.
- Any meteorological event that entails not undertaking the activities for which <u>Tra-</u>vel is envisaged, excepting cover due to the official declaration of a disaster area.
- Any cause that may not be demonstrated by means of documents that corroborate the motive for the cancellation of <u>Travel</u>, the course or activity.
- Cancellation due to any Illness that is not serious in nature, other than those expressly covered.



CONTENTS TRAVEL INSURANCE 17 / 29



#### 2. CURTAILMENT OF TRAVEL



# Procedures in the event of <u>Insured Loss</u>

#### What You should do prior to and during a request for assistance:

You are required to notify the curtailment of <u>Travel</u> to the travel agency, operator or provider of the transport service and accommodation as soon as You become aware of this.

In the event of failure to perform the aforementioned, this provision shall cease to be applicable.

#### TRAVEL CURTAILMENT COSTS



https://ea.eclaims.europ-assistance.com

Access the web page and register.

Once You have performed this, You will be able to create Your claim for payment of authorised expenditure and track the progress thereof.



# Documentation that You are required to provide us:

- Justifying statement issued and stamped by a recognised third-party indicating the cause rendering the continuation of <u>Travel</u> impossible (for example: medical report issued by an intervening doctor or death certificate, fire service report, insurance company report...). We consider a "third party" to consist of any person other than You or an Immediate Family Member, Companion or employee of Yours. The justifying statement must feature the cause of travel curtailment and necessarily include the date on which this occurred (for example: hospitalisation, death, Insured Loss...).
- Copy of the invoice and/or proof of payment of <u>Travel</u> to the provider. <u>We</u> reserve the right to request originals where We consider this to be necessary.
- Any other document that We require in order to process Your case.



#### Important advice

The expenses must necessarily be justified by the documentation required by Us.



**CONTENTS** TRAVEL INSURANCE **18** / 29

# **(P)**

# Important note

<u>You</u> will not be covered under this <u>Policy</u> in the event that <u>You</u> travel to a country, region or area for which the government of <u>Your</u> country of residence has issued a recommendation not to travel or solely to travel where essential.

Unless expressly included in the corresponding cover, the damages, situations, expenses and consequences arising from the following are excluded from the insured provisions.

- 1. Events occurring prior to the entry into force of the Policy.
- 2. Fraudulent Acts on the Part of the <u>Insured Person</u>, <u>Policyholder</u> and/or beneficiaries of the Policy.
- 3. Pre-existing or chronic illnesses, injuries or conditions suffered by <u>You</u> prior to the purchase of the <u>Policy</u> and which manifest prior to the commencement of <u>Travel</u> or the Stay.
- 4. Mental illness, preventative medical check-ups, heat treatment, cosmetic surgery and those cases in which the purpose of Travel is medical treatment or surgical intervention, alternative and complementary medical treatments (homoeopathy, etc.), the expenditure derived from physiotherapy and/or rehabilitation as well as related items.
- 5. Suicide, attempted suicide or self-harm on Your part.
- Epidemics; pandemics; infectious diseases that appear suddenly and spread rapidly through the population. <u>Quarantine</u> periods derived from any of the aforementioned causes are likewise excluded.
- 7. Illnesses caused by atmospheric pollution and/or contamination.
- 8. Illnesses and accidents derived from the consumption of alcoholic beverages, narcotics, drugs or medication, other than that which has been prescribed by a doctor.
- 9. The diagnosis, follow-up and treatment of pregnancy, the voluntary interruption thereof and the birth process are also excluded, unless involving a situation where emergency care is required and always prior to the 26th week of gestation.
- 10. The medical transfer of the sick or injured when the condition is caused by disorders or injuries which may be treated "in situ".
- 11. Voluntary refusal, delay or anticipation on <u>Your</u> part of the medical transfer proposed by <u>Us</u> and agreed with <u>Our</u> medical service.
- 12. The cost of spectacles and contact lenses, as well as the acquisition, implantation-substitution, removal and/or repair of prostheses (prostheses being understood as any element that substitutes or reinstates the functionality of an organ

- or part of the body), anatomical parts, osteosynthetic material and orthopaedic material, the cost of which exceeds 100 Euro.
- 13. Endodontic work, cosmetic reconstructions of previous work, dentures, veneers and dental implants.
- 14. In the event of the cancellation of <u>Travel</u>, any illness that is not serious in nature is excluded, other than those expressly covered.
- 15. The reimbursement of medical, surgical and pharmaceutical expenses is specifically excluded where the value of this is less than 50 Euro.
- 16. Mountain, cave, sea or desert rescue.
- 17. Acts of reckless disregard or gross negligence; the expenses arising from criminal acts and <u>Your</u> participation in wagers, challenges or disputes, other than in cases of legitimate self-defence and/or when Your life is at risk.
- 18. The consequences derived from driving vehicles over non-standard roads or roads that are inappropriate for traffic.
- 19. Your participation as a professional in any sporting activity.
- 20. Any consequences arising from the practice of winter sports.
- 21. The performance of any sporting activity and/or adventure activity, either professionally or in receipt of remuneration (including training). These activities are also excluded in the event that the <a href="Insured Person">Insured Person</a> participates in official or federated competitions.

Participation as an amateur in the following or similar dangerous or high risk sports or recreational activities performance of the following is alsolikewise excluded:

- Driving of motor vehicles in races or rallies
- Unpiloted motor vessels
- Trail, Quad and ATV excursions
- Boxing, weightlifting, wrestling (all classes), martial arts
- Mountaineering of any naturetype, via ferrata, climbing, access toapproaches over glaciers, caving, rafting, bungee jumping, hydro speed, gorge walking, abseiling, deep-water soloing, canoeing in rapids, busbob, rafting, hydrobob, ultratube
- Any sports performed above an altitude of 3,500 metres
- Watersports, subaquatic sports and diving; canyoning, waterskiing, subaquatic fishing, cave diving, surfing, kite surfing/fly surfing, body boarding, jet skiing, barefoot sailing



- Free riding, downhill mountain biking, free ride mountain biking, duathlon, triathlon, roller skiing on mountain roads, half pipe
- Slackline, highline, rap jumping, bungee jumping, cliff jumping, coasteering, parkour
- Kitebuggy, parasailing
- Canicross
- Hunting
- Horse riding, polo, ice hockey
- Airborne sports in general.(such as parachuting, paragliding, hang gliding, ballooning, free flight, unpowered flight or similar)
- Bullfighting and any participation in shows involving bulls;

Any sports or recreational activities that are clearly dangerous or high risk are, in general terms, excluded.

- 22. Petty <u>Theft</u> or misplacement, money, jewellery, documents, and the <u>Theft</u> of baggage or personal items kept in vehicles or tents.
- 23. We will not indemnify separately the parts comprising an item or the accessories thereof
- 24. The damages occasioned by the loss or <u>Theft</u> of the aforementioned valuables or their inappropriate use by a third party are not be indemnified.
- 25. The reimbursement of the expense of the issue of a passport is excluded in the event of a failure to submit a justifying statement issued by the consulate of the country where the loss occurred.
- 26. Overbooking, other than where stipulated in the cover for "<u>Travel</u> delay due to overbooking in air transport".
- 27. Indemnity for delays occurring to non-scheduled flights is excluded.
- 28. Any event that is a consequence of <u>Your</u> not having checked in at the departure point where this is required.
- 29. Any cause that leads to the necessary cancellation of <u>Travel</u> that is not specifically stated as a covered cause in the corresponding article is expressly excluded.
- 30. Cancellation of the <u>Stay</u> due to lack of a vaccine, inability to receive vaccination or follow the necessary medical treatment required for travel to certain countries.
- 31. The lack of or failure to present necessary travel documents, such as passport, visa (other than an unexpected failure of the grant of visas without justification), tickets or expired ID cards.

- 32. Any meteorological event that entails not undertaking the activities for which <u>Travel</u> is envisaged, excepting cover related to the official declaration of a disaster area.
- 33. Any grounds that may not be demonstrated by means of documents that corroborate the motive for the cancellation of the Tourist Accommodation booking.
- 34. Cancellation due to any Illness that is not serious in nature, other than those expressly covered.
- 35. Wars, demonstrations, insurrections, acts of <u>Terrorism</u>, <u>Sabotage</u>, and Strikes, whether officially declared or otherwise.
- 36. The transmutation of the atomic nucleus, as well as radiation caused by the artificial acceleration of atomic particles.
- 37. Telluric movements, flooding, volcanic eruptions and, in general, those elements that are caused by the release of the forces of nature. Whatever other phenomena of a catastrophic or extraordinary nature which, as a result of size and seriousness, are classified as catastrophic or disastrous.
- 38. Your wish not travel or in the event that You are not enjoying Your Stay.
- 39. Any person that does not feature as an Insured Person in the Policy.
- 40. Breach of the laws or regulations in force at the time of the insured loss.

# Important Clarification

The purpose of this <u>Policy</u> is solely to cover the insured persons. Verify that all of the persons travelling have insurance that covers Their needs.



#### PAYMENT OF THE POLICY

#### Payment of the premium

The Policyholder is obliged to pay the premium at the moment at which the policy is formalised.

Payment of the premium is also be valid in the event that it is made through an insurance broker or agent on behalf of the <u>Policyholder</u>.

In any event, where the premium has not been paid prior to the occurrence of the <u>Insured Loss</u>, <u>We</u> remain free of any liability on Our part.

#### NON-PAYMENT OF THE POLICY

#### Non-payment of the premium

In the event of the non-payment of the premium, the cover will not enter into force and  $\underline{We}$  are entitled to:

- demand payment;
- cancel Your Policy with immediate effect;
- refuse the payment of any Claim of Yours that is pending;
- Send the details of <u>Your Policy</u> to <u>Our</u> collection agencies in order that they recover the money on Our behalf and register the pending debt.

#### **CANCELLATION RIGHTS**

#### Our right to cancel the Policy

We reserve the right to cancel Your Policy under any of the following circumstances:

- 1. In the event that You make a fraudulent assistance, indemnity or reimbursement claim.
- 2. In the event that You are or have been implicated in illegal or criminal activities.
- 3. In the event that <u>Your</u> behaviour towards <u>Our</u> employees or service providers, or the language used with them, is considered threatening or offensive.
- 4. In the event that You do not pay the premium.
- 5. In the event that You intentionally act fraudulently.

The premium will not be reimbursed under any of the foregoing circumstances.

#### Your right to cancel the Policy

The <u>Policyholder</u> is entitled to request the cancellation of the policy prior to the entry into force thereof.

Once the policy has entered into force, the cancellation thereof is solely be permitted in the event that:

- The insured term exceeds 30 days and
- Cancellation takes place during the first 14 days as of the date of commencement of the policy.

In the event that <u>You</u> request the cancellation of <u>Your Policy</u> as indicated, upon the acceptance of <u>Your</u> request the <u>Policy</u> will be cancelled on the date on which the said request was made.

In this case, <u>You</u> are entitled to the reimbursement of the premium or proportional part thereof corresponding to the unused premium.



**21** / 29

 $\underline{\text{We}}$  wish to offer  $\underline{\text{You}}$  the best possible service. Nevertheless, in the event that  $\underline{\text{You}}$  are not satisfied,  $\underline{\text{We}}$  provide a Complaints Service, the Regulations of which may be consulted on the website www.europ-assistance.es This complies with regulations concerning transparency and customer protection.

Policyholders, insured parties, beneficiaries, aggrieved third parties or assignees of any of the aforementioned may present complaints in the section "Customer Protection" of the website or in writing to the Complaints Service:

#### **COMPLAINTS SERVICE**



reclamaciones@europ-assistance.es



EUROP ASSISTANCE
Complaints Service
Paseo de la Castellana,130 - 28046 MADRID



# What do <u>You</u> need to provide when contacting us?

- Name, full address, telephone number and e-mail address (where applicable)
- The number of Your Policy or case
- The reason for **Your** complaint.
- Copy of any pertinent documentation

#### How will We attend to Your complaint?

We undertake to

- Acknowledge receipt of Your complaint at the earliest opportunity;
- Carry out the necessary investigations;
- Resolve <u>Your</u> complaint within the legally stipulated time frame;
- Use the information contained in <u>Your</u> complaint in order to improve <u>Our</u> services.

#### And if You remain unsatisfied?

In the event that <u>You</u> are unsatisfied with <u>Our</u> final response, <u>You</u> may direct this to the Complaints Service of the General Directorate of Insurance and Pension Funds (Dirección General de Seguros y Fondos de Pensiones).

The contact details are:

# **DIRECCIÓN GENERAL DE SEGUROS Y FONDO DE PENSIONES**



 $\frac{http://www.dgsfp.mineco.es/es/Consumidor/Reclamaciones/Paginas/InformacionProcedimiento.aspx}{InformacionProcedimiento.aspx}$ 



DIRECCIÓN GENERAL DE SEGUROS Y FONDO DE PENSIONES Paseo de la Castellana, 44 - 28046 MADRID





**22** / 29

# Legislation and governing law

For the purposes of this <u>Policy</u>, <u>You</u> as the <u>Insured Person</u> and <u>We</u> as <u>Insurer</u> are governed by Spanish legislation and jurisdiction.

A judge having jurisdiction at  $\underline{\text{Your}}$   $\underline{\text{Usual Place of Residence}}$  will acknowledge the entitlements pursuant to the  $\underline{\text{Policy}}$ .

#### Governance

We, Europ Assistance, S.A., Sucursal en España, with registered address at Paseo de la Castellana, 130, 28046 Madrid, assume the contractually agreed risk; Europ Assistance is authorised and regulated by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) with registered office at 4, Place de Budapest, CS, 75436 Paris Cedex 09, France and by the General Directorate of Insurance and Pension Funds (Directorate General for Insurance and Pension Funds) of the Spanish Economy Ministry with regard to market practices.





**CONTENTS** 

#### WHO IS THE DATA CONTROLLER?

Europ Assistance, S.A., Sucursal en España (hereinafter, the "Insurance Company")

Tax ID: W-2504100-E

Registered Office: Paseo de la Castellana, 130, 28046 Madrid.

#### WHAT IS THE PURPOSE OF THE PROCESSING OF YOUR PERSONAL DATA?

The processing will be mixed in nature (automated and non-automated processing) and undertaken for the following purposes:

- To carry out the performance and fulfilment of the contractual relationship arising from the policy.
- Performance of sales and marketing actions for other products and services of the Insurance Company.
- Creation of customer satisfaction surveys.
- Preparation, drafting and production of the documentation relating to the insurance.
- Performance of necessary evaluations following the occurrence of a claim or an event covered by the policy subscribed.
- Undertaking of any duty that is legally required or contractually agreed.
- Performance of actions aimed at preventing, detecting or pursuing fraud.

#### WHAT IS THE LEGITIMATE BASIS OF THE PROCESSING?

- Performance of the contract between the Insurance <u>Policyholder</u>, the insured parties and/or beneficiaries and the Insurer.
- Legitimate Interest.
- Legal Duty.

#### WHO ARE THE RECIPIENTS OF YOUR DATA?

- The companies belonging to the Insurance Company's Group, in order to manage the contractual relationship held with You.
- The bank of the Insurance Company and the companies of its Group, along with the bank of the data subject in order to effect the direct debit order in accordance with regulations in force.
- The entities that act as insurance brokers or distributors for the management of the insurance policies processed thereby.
- The service providers chosen by the Insurance Company, the intervention of whom is necessary for the management of the assistance covered under the policy.

- The Commission for the Prevention of Money Laundering and Monetary Offences (SEP-BLAC), in order to comply with legally established requirements.
- The General Directorate of Insurance and Pension Funds, in accordance with the legally established provisions.
- The tax authorities competent in this area, pursuant to compliance of strictly legal and fiscal purposes.
- The Public Authorities with regard to the competencies attributed thereto.
- In the case of insurance cover in the event of death, the General Register of Wills and Testaments, managed by the General Directorate for Registers and Notaries, pursuant to applicable regulations on these matters.

#### SALES AND MARKETING COMMUNICATIONS

Pursuant to the stipulations of article 21.2 of Act 34/2002, dated July 11, on information society and e-commerce services, it is notified that the <u>Insurer</u> is entitled to send to <u>You</u> information and advertising on products and services sold thereby and that are similar to those purchased. The interested party is entitled to object to the dispatch of electronic marketing messages at any time, by sending an e-mail indicating "COMMUNICATIONS OPT-OUT" in the subject line, to the following address: baja.cliente@europ-assistance.es

#### PROCESSING OF HEALTH DATA

The <u>Insurer</u> notifies <u>You</u> that, for the management of claims arising from the policy and coverage included therein, it is necessary that personal data relating to <u>Your</u> health be processed, whether this has been obtained by means of the health questionnaire or any other questionnaire that may in future be provided during the term of the contractual relationship or which the <u>Insurer</u> may obtain from third parties (whether originating from public or private health centres or other health professionals, both national and international, from examinations or additional medical check-ups that may be required by the <u>Insurer</u> or other public or private entities).

#### PROCESSING OF THIRD-PARTY DATA

In the event that data relating to third parties is provided, the contracting party in the policy is required to have obtained the prior authorisation thereof regarding the transfer of data to the <u>Insurer</u> for the purposes agreed herein.

#### HOW LONG WILL WE STORE YOUR DATA?

The personal data that are provided will be stored as long as is necessary to comply with the purposes for which it was collected and in order to determine possible liabilities that may be derived from the said purposes.



**24** / 29

Within this context, the criteria used by Europ Assistance S.A, Sucursal en España in order to set the data storage time frames are determined in accordance with the requirements set out in applicable legislation and regulations.

In particular and where applicable, legislation regarding the Prevention of Money Laundering and Funding of Terrorism establishes a duty to store the data for a period of ten years, whereas trade regulations set out a period of six years as of the termination of the contract entered into between the parties.

#### **EXERCISE OF RIGHTS**

Users are entitled, at any time and free of charge, to write to the address indicated in the heading of this Privacy Policy, or to the following email address delegadoprotdatos@europ-assistance.es, attaching a photocopy of the identity document thereof, in order to:

- Access their personal data and obtain confirmation regarding whether Europ Assistance S.A, Sucursal en España is processing the personal data of the user.
- To rectify imprecise or incomplete data.
- Request the deletion of their data where it is no longer necessary for the purposes for which it was collected, or object to the processing of the data.
- Ensure that Europ Assistance S.A, Sucursal en España limits the processing of the personal data to the purposes set out in regulations.
- To request the transferability of your data.
- Revoke, where applicable, the consent given.
- Procure human intervention, express a point of view and challenge individual automated decisions, including the creation of profiles, that lead to legal effects or significantly impact the data subject.

In the event that it is considered that the rights of the data subject under data protection regulations have not been respected, the data subject is likewise entitled to submit a complaint to the Spanish Data Protection Agency, the address of which is Calle Jorge Juan 6, 28001, Madrid.

In order to exercise this right, the interested party is entitled to contact the Data Protection Officer (DPO):

#### In order to contact PERSONAL DATA PROTECTION



delegadoprotdatos@europ-assistance.es



EUROP ASSISTANCE FAO: Data Protection Officer

Paseo de la Castellana, 130 - 28046 MADRID





# **ATTIS STAY CANCELLATION**

RISKS COVERED AMOUNTS INSURED PER BOOKING

Stay Cancellation
 Up to the limit according to the booking deposit

€3,000

2. Curtailment of travel €800



#### **ASSISTANCE**

COVID-19 is an illness which we take into account like any other. Consequently, our Assistance cover includes COVID-19 cover as an illness.

However, the consequences of a restriction of movement (Confinement, border closings, State of Emergency, generalized quarantine, etc...) as a result of COVID pandemic will be excluded.

The maximum amount of expenditure we pay in each case is that indicated in accordance with the provisions in question for the policy type purchased.



# What is covered by **Your Policy**:



<u>You</u> will be entitled to the cover indicated, provided that this is contemplated in the policy that <u>You</u> have purchased. It is possible that some of the cover described below is not included in Your policy and, consequently, You will not be entitled to this.

Please read Your policy carefully.

- Medical / hospital assistance if You become ill with COVID-19
- Diagnostic test (PCR), to confirm infection by COVID-19, in the event that:
  - You display symptoms
  - You do not display symptoms; however, a test is required by the hospital or medical centre in order to carry out the treatment of another illness or an accident
- Return relocation to <u>Your</u> place of residence in the event that <u>You</u> are unable to return by the means initially envisaged, due to having been ill with COVID-19
- Transfer of mortal remains in the event that <u>You</u> die as a result of COVID-19, provided that no impediment exists in terms of legal or governmental restrictions or health measures
- Extension of stay in a hotel / accommodation in the event that <u>You</u> are ill, but do not require hospitalisation.

The aforementioned hotel stay must be prescribed by a doctor.

- Curtailment in the event that a member of Your Immediate Family:
  - Dies as a result of COVID-19 or
  - Is hospitalised due to COVID-19



# What is not covered by Your Policy:

- Return travel to <u>Your Usual Place of Residence</u> where <u>You</u> are not ill, though are
  unable to return by the means initially envisaged as a result of a pandemic situation
  (closure of borders or airports, flight cancellations, etc.).
- Extension of a hotel stay in the event that <u>You</u> are not ill, however the authorities have ordered a lockdown or restricted mobility.
- Curtailment in the event that a member of Your Immediate Family is ill with COVID-19 and non-symptomatic or does not require hospitalisation.
- The cost of a diagnostic test (PCR):
  - where You do not display any symptoms,
  - where this is not required in order to receive treatment for any other illness or an accident, or
  - the authorities of the country where <u>You</u> are located request this following quarantine due to COVID-19 or where <u>You</u> have recovered from the illness.
- The resort / hotel where You are located is entirely put into Lockdown.



**27** / 29

#### **CANCELLATION**

COVID-19 is an illness which we take into account like any other. Consequently, our Cancellation cover includes COVID-19 cover as an illness.

However, the consequences of a restriction of movement (Confinement, border closings, State of Emergency, generalized quarantine, etc...) as a result of COVID pandemic will be excluded.

The maximum amount of Cancellation costs that we pay in each case is as stated in the policy type purchased



# What is covered by **Your Policy**:

- In the event that <u>You</u> or an <u>Immediate Family Member</u> of yours dies as a consequence of COVID-19 between the purchase of the insurance and the date on which the <u>Stay</u> commences.
- In the event that <u>You</u> become ill with COVID-19 during a period of two weeks prior to beginning Travel and do not require hospitalisation.
- In the event that <u>You</u> become ill with COVID-19 and are hospitalised within a period of four weeks prior to commencing the <u>Stay</u>.
- In the event that <u>You</u> or <u>Your Companion</u> are in medical <u>Quarantine</u> as a consequence of suffering COVID-19 on the date on which the <u>Stay</u> commences. The aforementioned <u>Quarantine</u> must be prescribed by a doctor.
- In the event that an Immediate <u>Family Member</u> of <u>Yours</u> is hospitalised due to CO-VID-19 and this circumstance impedes use of the Tourist Accommodation.
- In the event that <u>You</u> are denied boarding as a result of displaying fever or other symptoms. <u>You</u> are required to submit a positive test for COVID-19 performed on the same day or following three days.
- In the event that the authorities of <u>Your</u> country require <u>Your</u> presence or services as part of the response to the situation brought about by COVID-19.



# What is not covered by Your Policy:

- In the event that You cancel the <u>Tourist Accommodation</u> booking because the authorities at the point of origin impose a lockdown or restrict mobility.
- In the event that <u>You</u> become ill with COVID-19 and cancel the <u>Stay</u> excessively in advance, without waiting to know whether <u>You</u> will be fit to travel on the anticipated date.
- In the event that <u>You</u> cancel the <u>Stay</u> due to fear of travelling arising from the pandemic.
- In the event that You cancel the <u>Stay</u> because the destination country denies entry to travellers arriving from other countries.
- In the event that the authorities where the <u>Tourist Accommodation</u> is located order a lockdown or restrict mobility and this situation was known prior to the commencement of Your Stay.
- In the event that You are denied boarding due to fever or other symptoms and:
  - You do not submit a positive test for COVID-19 carried out on the same day or following three days or
  - the test that you submit is negative
- In the event that the airline cancels flights prior to the commencement of or during Travel.
- In the event that the authorities close their airspace prior to the commencement of or during <u>Travel</u>.



CONTENTS 28 / 29





















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