



**GENERAL TERMS AND CONDITIONS -  
HOTEL ASSISTANCE INSURANCE  
Medical expenses 30,000 Euro**





## Hotel Assistance Insurance

EA / 2020

### GENERAL TERMS AND CONDITIONS

In order to be entitled to any of the provisions that are the purpose of this policy, the Insured Party must establish contact by calling the telephone number **91.514.99.60** or by means of fax to 91 915 149 950, 24 hours a day, 365 days a year.

#### **EUROP ASSISTANCE S.A., Sucursal en España**

Orense, 4 28020 Madrid

W-2504100-E - Registration 1 in the Madrid Register of Companies, dated 18-12-2019.

Page M-709205. Sheet 153. Volume 39930. Register of Companies





## COVERAGE AND COVER LIMITS PER INSURED PARTY

### HOTEL ASSISTANCE

#### RISKS COVERED

#### AMOUNTS INSURED PER PERSON

#### **1. MEDICAL ASSISTANCE COVER**

1.1. Medical expenses (surgical, pharmaceutical and hospitalisation) .....	€30,000
1.2. Dental Expenses.....	€300
1.3. Medical transfer of the sick and injured.....	Included
- If not organised by EUROP ASSISTANCE .....	€3,000
1.4. Transfer of mortal remains .....	Included
- If not organised by EUROP ASSISTANCE .....	€3,000
1.5. Transfer to hospital due to emergency.....	Included
1.6. Extension of hotel stay due to illness or accident (maximum 14 days).....	€75/day
1.7. Return of insured companions (included in the same booking) .....	Included
1.8. Relocation of a person to accompany the Insured Party in the event of hospitalisation (exceeding 5 days) .....	Included
1.9. Lodging expenses for a person to accompany the hospitalised Insured Party (exceeding 5 days) (maximum 10 days).....	€100/day
1.10. Accompaniment of minors and dependants.....	Included
1.11. Accompaniment of mortal remains (maximum stay 5 days) .....	€100/day
1.12. Dispatch of a doctor .....	Included
1.13. Dispatch of ambulance.....	Included
1.14. Extension of hotel stay of companion due to hospitalisation of the Insured Party (maximum 10 days) .....	€20/day
1.15. Relocation of companion on-site (maximum 10 days) .....	€100/day
1.16. Lodging expenses of companion on-site (maximum 10 days).....	€100/day
1.17. Medical counselling service .....	Included

#### **2. CANCELLATION COVERAGE**

2.1. Cancellation of travel following commencement .....	€500
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## 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 Nanterre, and domiciled at Promenade de la Bonette, 1 - 92633 Gennevilliers Cedex, France.

2. 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 C/ Orense 4, Planta 14, 28020 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 Insurer 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 Insurer is available on the website thereof.

6. In the event of any complaint or claim, Europ Assistance S.A., Sucursal en España makes a Complaints Service system available to Insured Parties, the Regulations of which may be consulted at the website [www.europ-assistance.es](http://www.europ-assistance.es)

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:

**Servicio de Reclamaciones**  
**C/. Orense, 4 - Planta 14. 28020 Madrid.**

This independently managed service shall, 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 and del Participante en Planes de Pensiones' (Commission for the Defence of Insured Parties 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 Party having jurisdiction.





### 1. TRAVEL ASSISTANCE INSURANCE

This Insurance Policy is governed by the legislation in force and by these General Terms and Conditions, in addition to the Specific and Special Terms and Conditions that the Policy may have and which constitute an indivisible whole and are the basis for the insurance, covering solely those risks specified therein.

### 2. INSURANCE AND COVER

These General Terms and Conditions correspond to the Hotel Assistance Insurance, with annual cover.

### 3. DEFINITIONS

#### **ACCIDENT**

An injury to the body or physical damage suffered during the term of the contract, which is caused by a violent, sudden, external event beyond the control of the Insured Party.

#### **COMPANION**

All persons, other than the Insured Party, who are registered in the same travel booking, whether insured or otherwise, except, where expressly indicated otherwise.

#### **INSURED PARTY**

A private individual that is the registered occupant of a hotel room belonging to the Insurance Policyholder.

#### **INSURER**

Europ Assistance S.A., Sucursal en España, with registered office at C/. Orense 4, Planta 14, 28020 Madrid, that assumes the contractually agreed risk; authorised and regulated by the Autorité de Contrôle Prudentiel et de Résolution (ACPR), with registered office at 4, Place de Budapest, CS 92459, 75436 Paris Cedex 09, France and by the Directorate General for Insurance and Pension Funds (DGSFP) of the Spanish Economy Ministry with regard to market practices.

#### **QUARANTINE**

A non-specific period of time in which persons remain isolated as a consequence of an illness in order to avoid or limit the risk of contagion thereof.

#### **USUAL PLACE OF RESIDENCE**

The Usual Place of Residence of the Insured Party shall be understood to be that located in the country which is stated in the purchase of the hotel stay.

#### **CHRONIC ILLNESS**

Any illness that lasts three months or greater and, in general, progresses slowly.

#### **SERIOUS ILLNESS**

Any unexpected alteration in the state of health of an individual that requires hospitalisation and impedes the commencement of travel by the Insured Party, prevents the continuation thereof on the anticipated date or **carries with it the risk of death**.

#### **PRE-EXISTING ILLNESS**

Any condition, illness or injury that has been diagnosed or medically treated previously, or that is purely symptomatic and commences prior to the date of commencement of travel.





#### **SUDDEN ILLNESS**

A deterioration in the state of health of an individual during travel covered under the contract, the diagnosis and confirmation of which is undertaken by a legally recognised doctor or dental surgeon and requires medical attention.

#### **EPIDEMIC**

An Epidemic shall be considered as consisting of the sudden, widespread appearance of an infectious disease that spreads rapidly and simultaneously affects many people in the same (or different) geographical area.

#### **COVERED IMMEDIATE FAMILY MEMBER**

Spouse or civil partner of the Insured Party duly registered in the corresponding Official Register, as well as family members up to a second degree of kinship through consanguinity or affinity thereto.

#### **PANDEMIC**

An epidemic disease that spreads to many countries or affects almost all individuals in a location or region.

#### **POLICY**

The contractual document which 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, all represent integral parts thereof.

#### **PREMIUM**

The price of the insurance. The receipt shall additionally include the legally applicable surcharges and taxes.

#### **INSURED LOSS**

Any sudden, accidental, unforeseen event which is unintentional on the part of the Insured Party and whose detriment is covered by the guarantees herein. The collective detriment derived from the same cause shall be considered as a single, unique loss.

#### **POLICYHOLDER**

The hotel or hotel company with registered office in Spain that, together with the Insurer, signs this Policy and to whom the derived corresponding duties apply, excepting those which, due to the nature thereof, must be fulfilled by the Insured Party.

#### **TRAVEL**

Travel shall be understood to consist of any relocation away from the Usual Place of Residence of the Insured Party, as of departure from the residence up to return once the relocation is ended.

#### **4. PURPOSE OF THE INSURANCE**

To insure against the consequences of those risks for which cover is specified in the Policy and which occur as a consequence of a chance event during the **stay of the Insured Party at the hotel that is the purpose of this Policy, within the facilities thereof** and up to the limits indicated in this Policy, in addition to the provision of those services defined according to the policy type subscribed. Cover under the Policy shall cease to have effect once travel is terminated and the Policyholder and remaining Insured parties return to the Usual Place of Residence (other than where expressly indicated in the coverage).





#### **5. INTERNATIONAL SANCTIONS**

The Insurer shall not provide cover, accept any claim or provide any service or provision whatsoever under the policy that may expose it 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>

#### **6. CLAUSE REGARDING TRAVELLERS FROM THE UNITED STATES**

In order that services may be provided or payments made, where the Insured Party is a citizen of the United States of America travelling to Cuba, it shall be necessary to substantiate that travel to Cuba is in accordance with the laws of the United States.

#### **7. ENTRY INTO FORCE AND INSURANCE TERM**

The insurance policy shall enter into force on the date on which the Insurance Policyholder contracts the policy.

Commencement and termination of coverage under the policy

**The cover for each Insured Party shall commence on the date on which the hotel room belonging to the Policyholder is occupied (check-in) and terminate upon completion of the hotel stay (check-out)**

Term

The term of the Policy is annual.

#### **8. TERRITORIAL SCOPE**

Coverage under this contract shall be valid worldwide.

**Assistance intervention shall not be guaranteed in those countries which, during the relocation, are found to be in a state of war, insurrection or armed conflict, whether officially declared or not, even where indicated among the countries stated herein. In this case, EUROP ASSISTANCE shall reimburse the expenditure covered and adequately substantiated through the production of the original accrediting invoice.**

**This insurance provides cover in the countries and destinations indicated in the policy, with the exception of the following: Iran, Crimea, North Korea, Syria and Venezuela.**

#### **9. DISTANCE EXCLUSION**

The policy covers Insured Parties away from the Usual Place of Residence thereof during their hotel stay.

#### **10. PAYMENT OF THE PREMIUM**

The Policyholder is obliged to pay the premium at the moment in which the policy is formalised. In any event, where the premium has not been paid prior to the occurrence of the insured loss, **EUROP ASSISTANCE** shall remain free of any liability.

In the event of non-payment of the premium, cover shall not take effect and the Insurer may terminate the policy or demand payment of the agreed premium.

#### **11. PROCEDURES IN THE EVENT OF INSURED LOSS**

- **24hr Travel Assistance:**  
Telephone: 34.91.514.99.60
- **Holiday reimbursement expenses:**  
Website: <https://ea.eclaims.europ-assistance.com>





- **Reimbursement Claims**

1.- Website: <https://ea.eclaims.europ-assistance.com>

2.- Apdo. Correos: 36316 – 28020 Madrid

**An event that may give rise to the provision of any of the guarantees covered under the Policy having occurred, an essential requirement shall be the immediate notification of the insured loss, by telephone to the number indicated, or by other means which provide proof of the notification of said loss, those benefits not previously notified to EUROP ASSISTANCE and those for which the corresponding authorisation has not been received being, in general terms, expressly excluded.**

In the event that the aforementioned notification is prevented by force majeure, steps must be taken forthwith to end the circumstance impeding notification.

Contact having been established, the Insured Party shall indicate: **policy number, name and surname, present location, contact telephone number**, and shall report the circumstances of the insured loss and the type of assistance requested.

Having received notification, **EUROP ASSISTANCE** shall give the necessary instructions with the aim of providing the service required. In the event that the Insured Party acts contrary to the instructions given by **EUROP ASSISTANCE**, the costs incurred thereby shall be borne by the Insured Party.

**The Insured Party must notify EUROP ASSISTANCE of the occurrence of the loss within a maximum period of 7 days as of awareness of the event. In the event of breach, EUROP ASSISTANCE is entitled to reclaim the damages and losses caused by failure to perform the aforementioned declaration.**

**The reimbursement of any expenditure authorised by Europ Assistance may be requested via the website: <https://ea.eclaims.europ-assistance.com>, where it is possible to create your own reimbursement application and follow up claims, or in writing to apartado de correos 36316 (28020 Madrid). Presentation of the original invoices and justification statements shall be necessary in any event.**

Reimbursements performed by **EUROP ASSISTANCE** shall be 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 the Insured Party in cash outside of Spain, **EUROP ASSISTANCE** shall 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.

## **12. INFORMATION CLAUSE RELATING TO THE PROCESSING OF PERSONAL DATA**

### **WHO IS THE DATA CONTROLLER?**

Europ Assistance, S.A., Sucursal en España (hereinafter, the “Insurer”),

Tax ID: W-2504100-E

Registered Office: Calle Orense, 4, 28020 Madrid.

Data Protection Officer (DPO): you may contact the DPO in writing, addressed to the Registered Office of the Insurer, indicating in the reference “Data Protection Officer”, or in writing to the e-mail address: [delegadoprotdatos@europ-assistance.es](mailto:delegadoprotdatos@europ-assistance.es)

### **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 Policyholder, the insured parties and/or beneficiaries and the Insurance Company.
- 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 (SEPBLAC), 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 Directorate General 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 Insurer is entitled to send to you 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](mailto:baja.cliente@europ-assistance.es)

#### **PROCESSING OF HEALTH DATA**

The Insurer notifies you that, for the management of claims arising from the policy and coverage included therein, it is necessary that personal data relating to your 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 Insurer 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 Insurer 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 Insurer for the purposes agreed herein.

#### **HOW LONG WILL THE DATA BE STORED?**

Other than where your consent is given, we shall solely conserve your data for such time as you remain a client and a relationship with you remains in place.

As of that moment, solely the minimum necessary data relating to the operations and transactions performed in order to address any claim that is not proscribed shall be conserved and duly restricted (in other words, available solely to the corresponding authorities and for the defence of the entity). In general terms,





the applicable time frames shall be 10 years under the Prevention of Money Laundering Act, where applicable, and 5 years to address any claims under the insurance policies covering damages to persons. The data shall be definitively deleted once the said time periods have elapsed. In the event that you are not a client and have made a subscription request, we shall conserve your data solely whilst the offer that has been made remains valid or, where no time period is stipulated, in accordance with the legally stipulated time frame.

#### **WHAT ARE YOUR RIGHTS?**

You are entitled, at any time and free of charge, to exercise the following rights by means of written communication addressed to Europ Assistance S.A, Sucursal en España, C/. Orense, 4 28020 Madrid, indicating “Data Protection” in the reference and attaching a photocopy of your national identity document:

- Revoke the consent granted for the processing and communication of your personal data.
- To access your personal data.
- To rectify imprecise or incomplete data.
- To request the deletion of your data where, among other reasons, the data is no longer necessary for the purposes for which it was collected.
- To object to the processing of your data.
- To request the transferability of your data.
- To make a claim to the Spanish Data Protection Agency, at the following address: Calle de Jorge Juan, 6, 28001 Madrid, in the event that you consider that the entity S.A, Sucursal en España has violated your rights acknowledged in accordance with the data protection regulations.

To this end, the interested party is entitled to contact the Data Protection Officer (DPO) in writing at Europ Assistance S.A., Sucursal en España, C/. Orense, número 4, 28020 Madrid, or by sending an e-mail to the address [delegadoprotdatos@europ-assistance.es](mailto:delegadoprotdatos@europ-assistance.es)

#### **13. PROCEDURES TO BE UNDERTAKEN BY THE INSURED PARTY IN THE EVENT OF A COMPLAINT**

**EUROP ASSISTANCE** makes a Complaints Service system available to Insured Parties, the Regulations of which may be consulted at the website [www.europ-assistance.es](http://www.europ-assistance.es). 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: Address: Servicio de Reclamaciones

Cl. Orense, 4 – Planta 14  
28020 - MADRID  
[reclamaciones@europ-assistance.es](mailto:reclamaciones@europ-assistance.es)

This independently managed Service shall, within a maximum period of 2 months, attend to and resolve the written complaints directly addressed to it, in compliance with the 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 and del Partícipe en Planes de Pensiones’ (Commission for the Defence of Insured Parties and Pension Plan Participants), the address of which is:

Pº de la Castellana, 44  
28046- MADRID  
<https://www.dgsfp.mineco.es/reclamaciones/>

PROVISIONAL OFFICE:  
C/ Miguel Angel, 2, 4ª Planta.  
28010 MADRID

#### **14. NOTIFICATION OF THE INFORMATION IN THE POLICY**

The Policyholder undertakes to notify **EUROP ASSISTANCE**, of any change in the information that appears in the Policy in writing and within a period of 24 hours. In the event of failure to comply with this obligation, **EUROP ASSISTANCE reserves the right to suspend coverage.**





#### **15. SUBROGATION**

**EUROP ASSISTANCE** shall be subrogated, up to the total cost of the services provided thereby, into the rights and proceedings corresponding to the Insured Party against any person responsible for the events and leading to the intervention thereof. Where the guarantees undertaken in performance of this Contract are covered in part or wholly by another Insurance Company, Social Security or any other institution or person, **EUROP ASSISTANCE** shall be subrogated into the rights and proceedings of the Insured Party against the said company or institution. To this effect, the Insured Party undertakes to actively collaborate with **EUROP ASSISTANCE** providing any help or furnishing whatever documentation may be considered necessary.

In any event, **EUROP ASSISTANCE** shall be entitled to use or request from the Insured Party the handover of the transport ticket (rail ticket, flight ticket, etc.) unused thereby where the return costs have been met by **EUROP ASSISTANCE**.

#### **16. LIABILITY**

An insured loss having occurred, **EUROP ASSISTANCE** shall decline any liability regarding the decisions and conduct assumed by the Insured Party contrary to its instructions or those of the Medical Service thereof.

#### **17. LEGISLATION AND GOVERNING LAW**

For the purposes of this Policy, the Insured Party and **EUROP ASSISTANCE** shall be governed by Spanish legislation and jurisdiction.

A judge having jurisdiction at the usual place of residence of the Insured Party shall acknowledge the remedies pursuant to the Policy.

#### **18. INSURANCE LIMITS**

The financial limits that are shown for each of the guarantees of this Policy are understood to be total maximum amounts during the term indicated in the Specific Terms and Conditions, according to the contract type chosen, except where expressly indicated otherwise.

## **INSURANCE COVER PROVIDED**

### **MEDICAL ASSISTANCE COVER**

#### **1.1. Medical expenses**

In the event of sudden illness of or accident to the Insured Party occurring in an unforeseen manner during a stay by the Insured Party at a hotel covered under this Policy, **EUROP ASSISTANCE** guarantees, during the term of the Contract and **up to the financial limit indicated in the section “Coverage and cover limits”**, for each period contracted and each Insured Party, the expenses listed below:

- Medical fees.
- Medication prescribed by a doctor or surgeon during the first assistance service provided. This coverage excludes the successive payment of those medications or pharmaceutical costs which arise from the prolongation over time of the treatment initially prescribed, as well as those related to any process which becomes chronic in nature.
- Hospitalisation expenses.
- Expenses for local ambulance journeys ordered by a doctor.

In the event that **EUROP ASSISTANCE** has not intervened directly and in order for the said expenses to be subject to reimbursement, the medical platform must previously be notified and assistance authorised. The corresponding original invoices, accompanied by a full medical report including case history, diagnosis and treatment enabling the necessary nature of the intervention performed to be established must likewise be submitted.

Within the financial limit indicated in the provision “Medical expenses”, in the event of vital emergency as a consequence of an unforeseeable complication of a chronic or pre-existing illness, **EUROP**





**ASSISTANCE** shall take charge of a first, urgent medical visit, as well as the medication prescribed at the said first visit.

The payment of medical expenses in the country of residence shall be excluded in those cases in which the Insured Party is a beneficiary of the Social Security system. Those cases in which, for reasons of emergency, the Insured Party must be transferred to a Hospital which does not belong to the Social Security system shall be excepted. The expenditure shall in all cases be subject to subrogation by **EUROP ASSISTANCE** of the receipts to which the Insured Party is entitled by way of Social Security benefits or any other private insurance system to which the Insured Party may be affiliated.

### 1.2. Dental Expenses

In accordance with the cover for "Medical expenses" and within the limit specified therein, dental expenses considered an emergency shall be covered, **excluding endodontic work, cosmetic reconstructions of previous work, dentures, veneers and implants, up to the financial limit indicated in the section "Coverage and cover limits"**.

### 1.3. Medical transfer of sick and injured.

In the event of sudden illness or accident to the Insured Party, during the term of the contract and as a consequence of relocation from the location in which the usual place of residence is established, and always provided that this impedes the continuation of travel, **EUROP ASSISTANCE**, as soon as it is advised, shall organise the necessary contacts between the medical services thereof and the doctors attending the Insured Party.

Where the medical service of **EUROP ASSISTANCE** authorises the transfer of the Insured Party to a better equipped or more specialised hospital near to the Usual Place of Residence or to the Usual Place of Residence thereof, **EUROP ASSISTANCE** shall undertake the said transfer according to the seriousness of the condition, by means of:

- Air ambulance.
- First-class rail.
- Helicopter ambulance.
- Ambulance.
- Scheduled airline.

**An air ambulance shall solely be made use of within the territorial area of Europe and the countries of the Mediterranean fringe.**

In cases of vital urgency as a consequence of the unforeseeable complication of a chronic or pre-existing illness that renders the continuation of travel impossible on the part of the Insured Party, and once the condition is stabilised, **EUROP ASSISTANCE** shall manage the transfer thereof under the conditions described herein. **Solely the requirements of the medical instructions on the part of the medical service of our company shall be considered in choosing the means of transport and the hospital where the Insured Party is to be admitted. In the event that the Insured Party refuses to be transferred at the time and under the conditions determined by the medical service of EUROP ASSISTANCE, all cover and warranties pertinent to the said decision shall be suspended**

**For the purposes of repatriation, the Usual Place of Residence shall be considered to be that indicated in the booking of the hotel stay.**

**In the event that EUROP ASSISTANCE does not organise this, the maximum financial limit for this cover shall be that indicated in the section "Coverage and cover limits".**

### 1.4. Transfer of mortal remains

In the event of the death of the Insured Party, occurring during transport covered by this contract, **EUROP ASSISTANCE** shall organise and undertake the transfer of the mortal remains to a place of burial or cremation in Spain within the municipal district of the Usual Place of Residence, as well as meet the costs of embalming, the





minimum statutory coffin and administrative procedures. **Under no circumstances shall this cover be extended to funeral ceremonies and burial.**

In the event that the successors or beneficiaries of the Insured Party, or persons with legal capacity, opt for cremation prior to the transfer of the mortal remains of the Insured Party, **EUROP ASSISTANCE** shall undertake and organise the subsequent transfer of the urn with ashes, bearing the cost thereof. In the event that, on legal or organisational grounds, the transfer of the urn requires the presence of a companion, **EUROP ASSISTANCE** shall organise and undertake the return relocation of a person designated by the beneficiaries or family members by scheduled airline (economy class), rail (first-class) and/or any other appropriate means of transport.

**This cover shall be applicable regardless of the cause of death of the Insured Party. For the purposes herein, the place of residence shall be considered as that stated in the booking of the hotel stay.**

**In the event that EUROP ASSISTANCE does not organise this, the maximum financial limit for this cover shall be that indicated in the section “Coverage and cover limits”.**

#### **1.5. Transfer to a hospital in the event of emergency**

**EUROP ASSISTANCE** shall meet the cost of transfer, including under medical supervision where necessary, from the hotel to the nearest hospital or clinic solely in the case of an illness or accident of sufficient seriousness to require immediate consultation, a wait for a standard medical visit not being possible.

#### **1.6. Extension of hotel stay due to illness or accident.**

Where the nature of the sudden illness renders the continuation of travel by the Insured Party impossible and admittance to a clinic or hospital is not necessary, **EUROP ASSISTANCE** shall pay the expense derived from the extension of the hotel stay (board and lodging) prescribed by a doctor, **up to the financial limit stipulated in the section “Coverage and cover limits”.**

#### **1.7. Return of insured companions.**

Where the Insured Party has been transferred due to sudden illness or accident under the provision "Medical transfer of the sick and injured", or as a result of death, and this fact impedes the return of the remaining Insured Parties to the place of residence thereof by the means initially envisaged, including in the event that it is not possible to return due to the need to perform administrative procedures as a consequence of the said circumstance, **EUROP ASSISTANCE** shall meet the expense corresponding to the transport of the latter to the usual place of residence or the location where the Insured Party is hospitalised, through the provision of an airline ticket (economy class) or rail ticket (first class) or any other appropriate means of transport.

#### **1.8. Relocation of person to accompany hospitalised insured person.**

In the event that, during travel, the Insured Party must be hospitalised for a period exceeding the days indicated and no Direct Family Member is present, **EUROP ASSISTANCE** shall provide a companion with a return ticket by scheduled airline (economy class), rail (first-class) or any other appropriate means of transport from the country of the Usual Place of Residence of the Insured Party.

#### **1.9. Lodging expenses for person to accompany hospitalised Insured person**

In the event that the Insured Party, during travel, must be hospitalised for a period exceeding the days indicated and is not accompanied by an Immediate Family member, **EUROP ASSISTANCE**, shall pay, by way of lodging expenses, the hotel accommodation of the person relocated to accompany the Insured Party following presentation of the corresponding original invoices **up to the financial limit stipulated in the section “Coverage and cover limits”.**

#### **1.10. Accompaniment of minors and dependants**

Where the Insured Parties, travelling with likewise Insured Parties who are dependent or less than 14 years of age, find it impossible to take charge of the latter due to sudden illness or accident covered under this contract, **EUROP ASSISTANCE** shall organise and take charge of the return journey (by first-class rail or economy class scheduled airline or any other appropriate means of transport) of a person resident in the country of the Usual





Place of Residence of the Insured Party designated thereby or by the family thereof, or a person designated by **EUROP ASSISTANCE**, in order to accompany the minors or dependent persons on the return thereof to the usual place of residence in the shortest time period possible.

**1.11. Accompaniment of mortal remains**

In the event that no person is available to escort the remains of the Insured Party, deceased while undertaking travel covered under this contract, **EUROP ASSISTANCE** shall provide the person designated by the assignees with a return ticket by scheduled airline (economy class), rail (first-class) or any other appropriate means of transport to accompany the remains to the place of burial.

**EUROP ASSISTANCE** shall, following the presentation of the corresponding original invoices, pay, by way of lodging expenses, the hotel accommodation, **up to the financial limit stipulated in the section “Coverage and cover limits”**.

**1.12. Dispatch of a Doctor**

In the event of sudden illness of or bodily injury to the Insured Party occurring in an unforeseen manner in the hotel, **EUROP ASSISTANCE** guarantees, during the stay of the Insured Party, the dispatch of a general medical practitioner to the place where the Insured Party is lodged, bearing the relocation expenses and medical fees entailed by this first visit.

**Cases of vital emergency are excluded, these being referred to public services.**

**The Insured Party expressly waives entitlement to the domiciliary medical service in the event of residing in settlements where EUROP ASSISTANCE does not provide this service.**

**1.13. Dispatch of ambulance**

At the request of the Insured Party, **EUROP ASSISTANCE** shall manage the search for and dispatch of an ambulance to the hotel where the former is located, this not being considered an emergency.

**This cover is subject to local availability.**

**Where necessary, EUROP ASSISTANCE shall, following receipt of a call, immediately activate either public or private emergency services, EUROP ASSISTANCE under no circumstance being considered as a substitute for the said services.**

**The Insured Party shall bear any costs relating to the service.**

**1.14. Extension of hotel stay of a companion due to hospitalisation of the Insured Person**

Where the Insured Party must be hospitalised due to medical prescription and in accordance with the medical service of **EUROP ASSISTANCE**, the latter shall meet the expense derived from the necessary extension (board and lodging) of the hotel stay of the likewise insured companion **up to the financial limit stipulated in the section “Coverage and cover limits”**.

**1.15. Relocation of Companion "on-site"**

In the event that the Insured Party is hospitalised as a consequence of a serious illness or accident covered under this contract, **EUROP ASSISTANCE** shall, following submission of the corresponding justifying statements, pay, by way of transport costs, for the relocation of a likewise insured companion from the hotel to the hospital and vice-versa, **up to the financial limit stipulated in the section “Coverage and cover limits”**.

**1.16. Lodging expenses of a companion at a clinic**

In the event that, during travel, the Insured Party must remain hospitalised for a period exceeding five days due to sudden illness or accident and is not accompanied by an Immediate Family member, **EUROP ASSISTANCE** shall, by way of lodging expenses in a clinic, pay for the accommodation and breakfast of a relocated family member, **up to the financial limit indicated in the section “ Coverage and cover limits”**, provided that the hospital or clinic offers such a service and the medical circumstances thus require.





**This provision is not cumulative with the provision for "Lodging expenses for a person to accompany the hospitalised Insured Party", "Extension of hotel stay of companion due to hospitalisation of the Insured Party", or any other provision covering the hotel expenses of the companion.**

#### **1.17. Medical guidance service**

This service shall consist of the solution of queries of a medical nature which the Insured Party may have regarding the interpretation of clinical analyses, medication, etc. The medical service of **EUROP ASSISTANCE** shall, where necessary and upon viewing the service request information, advise and guide the Insured Party towards the health resource considered most appropriate. Under no circumstance shall the medical guidance service diagnose or prescribe any treatment whatsoever.

In the most serious and urgent cases, **EUROP ASSISTANCE** may activate the health assistance services necessary, prioritising public emergency services, the costs arising as a consequence of these being borne by the Insured Party.

**This service shall be provided at the request of the Insured Party from 9 AM to 9 PM, seven days per week (Spanish mainland time).**

### **CANCELLATION COVERAGE**

#### **2.1. Cancellation of travel following commencement**

In the event of the interruption of the holiday due to one of the justified causes indicated below:

- Death of the Insured Party
- Bodily injury or serious illness implying hospitalisation for a minimum of one night and which impedes the continuation of travel on medical grounds.
- Hospitalisation or death of a Covered Immediate Family Member.
- Serious damage caused by fire, explosion, theft or natural forces at the main or secondary place of residence or professional premises where the Insured Party undertakes professional practice or manages a company and the presence thereof is absolutely essential.
- Non-disciplinary employment dismissal of the Insured Party or forced transfer thereof requiring change of address.
- Commencement of employment in a new company in which the Insured Party had not been engaged during the previous six months. The multiple contracts entered into by temporary employment agencies in order to carry out tasks for other companies shall be considered as contracts for the companies in which the worker performs his or her activity.
- Summons to appear as a party, witness in court or as a jury member.

**The motives leading to the application of this cover must have arisen subsequent to the commencement of the relocation covered under this insurance.**

**EUROP ASSISTANCE shall reimburse the expenditure corresponding to the days of the Hotel Stay not enjoyed, up to the financial limit indicated in section "Coverage and cover limits". The Insured Party must present the document accrediting the purchase of the accommodation in order to qualify for the said reimbursement.**

Cover shall also apply to the cancellation costs of an insured companion that is registered in the same booking where the Insured Party has cancelled due to any of the causes stipulated in this provision and where, as a result of the said cancellation, the said companion is obliged to travel alone.

Cover under this provision shall likewise apply to minors who are insured and registered in the same travel booking where one of the accompanying adults cancels due to any of the causes stipulated herein.





## **EXCLUSIONS RELATED TO TRAVEL ASSISTANCE**

This cover shall cease to be applicable once the Insured Party has returned to the usual place of residence thereof, or following repatriation by EUROP ASSISTANCE to the usual place of residence or hospital close to such. Those costs which have not been previously notified to EUROP ASSISTANCE and those for which the corresponding authorisation has not been received shall, in general terms, be excluded.

In any event (other than where expressly included in the coverage) the damage, events, expenditure and consequences derived from the following shall be excluded from the coverage:

1. Pre-existing or chronic illnesses, injuries or conditions suffered by the Insured Party prior to the commencement of travel which reveal themselves during travel itself.
2. Voluntary refusal, delay or anticipation of the medical transfer proposed by EUROP ASSISTANCE and agreed with the medical service thereof.
3. 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 expenditures derived from physiotherapy and/or rehabilitation as well as related items.  
Abortion, births and the diagnosis, follow-up and treatment of pregnancy are likewise excluded other than for urgent medical care and always prior to the six month thereof.
4. Participation on the part of the Insured Party in wagers, challenges or disputes.
5. Any consequences arising from the practice of winter sports.
6. Participation in competitive sport or motorsports (races or rallies), as well as the performance of the dangerous activities listed below:
  - Boxing, weightlifting, wrestling, martial arts, mountaineering with access to glaciers, sledging, descent into water with breathing apparatus, caving and ski jumping.
  - Airborne sports in general.
  - Adventure sports such as whitewater rafting, bungee jumping, hydrospeed, gorge walking and similar. In these cases, EUROP ASSISTANCE shall solely intervene and assume the expenditure generated by the Insured Party from the moment at which the Insured Party is under treatment in a medical centre.
7. Suicide, attempted suicide or self-harm on the part of the Insured Party.
8. Mountain, cave, sea or desert rescue.
9. Illnesses and accidents derived from the consumption of alcoholic beverages, narcotics, drugs or medication, other than that which has been prescribed by a doctor.
10. Fraudulent activity on the part of the Policyholder, Insured Party or assignee thereof.
11. Epidemics; pandemics; infectious diseases that appear suddenly and spread rapidly through the population; illnesses caused by atmospheric pollution and/or contamination. Quarantine periods derived from any of the aforementioned causes are likewise excluded.
12. Wars, demonstrations, insurrections, acts of terrorism, sabotage, and strikes, whether officially declared or otherwise. The transmutation of the atomic nucleus, as well as radiation caused by the artificial acceleration of atomic particles. 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.







Irrespective of the foregoing, the following situations are specifically excluded:

1. The medical transfer of the sick or injured where the condition is caused by disorders or injuries which may be treated "in situ".
2. The cost of spectacles and contact lenses, as well as the acquisition, implantation-substitution, removal and/or repair of prostheses, anatomic and orthopaedic items of whatever type (such as a neck brace).
3. The reimbursement of medical, surgical and pharmaceutical expenses, the value of which is less than 50 Euro.

The undersigned hereby acknowledges having received, on this same date, in writing and prior to the signature of the Contract, all of the information required in the implementing regulation of the Insurance and Reinsurance Company Regulation, Supervision and Solvency Act.

Read and accepted by the Insurance Policyholder, who hereby expressly accepts the exclusionary and limiting clauses of the General, Specific and Special Terms and Conditions of this Policy.

**Europ Assistance S.A.**  
Sucursal en España

**The Contracting Party**

