

GENERAL CONDITIONS OF THE TRAVEL ASSISTANCE CONTRACT ENTERED INTO BETWEEN EUROPAMUNDO VACACIONES, S.L. AND EUROP ASSISTANCE ESPAÑA, S.A. DE SEGUROS Y REASEGUROS

Inclusive Insurance

1. 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.

INSURED PARTY

Private individual travelling under the scheduling of **EUROPAMUNDO**, who subscribes the insurance herein and is notified to **EUROP ASSISTANCE**.

INSURER

EUROP ASSISTANCE ESPAÑA, S.A. DE SEGUROS Y REASEGUROS (hereinafter **EUROP ASSISTANCE**), which assumes the risk defined herein.

USUAL PLACE OF RESIDENCE

The usual place of residence of the Insured Party is understood to be that which is stated in the purchase of travel and from where the relocations covered under the contract herein are undertaken.

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.

LUGGAGE

Clothes and other items for personal use and hygiene necessary during travel, stored inside the suitcase/s.

ABROAD

In terms of the coverage, abroad is understood to represent any country other than the Usual Place of Residence of the Insured Party.

COVERED IMMEDIATE FAMILY MEMBER

Spouse, civil partner duly registered in the corresponding Official Register, parents, parents-in-law, children or siblings of the Insured Party.

PETTY THEFT

Removal of another's movable property without violence or intimidation to persons or the use of force.

ROBBERY

Removal of another's movable property with violence or intimidation to persons or the use of force.

POLICYHOLDER

EUROPAMUNDO VACACIONES, S.L. who, with the Insurer, signs the contract herein and to whom the corresponding duties derived in contract 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.

2. PURPOSE OF THE CONTRACT

To insure against the consequences of those risks whose coverage is specified herein and which occur as a consequence of a chance event **during the course of travel** away from the Usual Place of Residence, within the territorial scope covered and within the limits indicated herein. Coverage under the contract shall be applicable as of the commencement of the services of **EUROPAMUNDO** upon beginning travel and shall finalise when the said services terminate upon completion of travel or when the Insured Party has been repatriated by **EUROP ASSISTANCE** to the country of the Usual Place of Residence.

3. TERRITORIAL SCOPE

Coverage under the contract herein shall be valid worldwide, except within the area of the established distance exclusion and/or according to the definition of the benefit or service itself.

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.

4. DISTANCE EXCLUSION

Assistance shall be valid after covering 35km from the Usual Place of Residence of the Insured Party (15 km in the case of the Balearic and Canary Islands).

5. DURATION OF TRAVEL

Cover is provided for travel lasting no more than 34 days.

6. PROCEDURES IN THE EVENT OF INSURED LOSS

Following an event which may give rise to the provision of any of the coverage under the contract, immediate notification of the insured loss

shall be an essential prerequisite, either by telephone to the number 34.91.594.96.53, to fax no. 91.514.99.50 or by other means which provide proof of the notification of said loss. In general terms, those benefits which have not been previously notified to EUROP ASSISTANCE and those for which the corresponding authorisation has not been received shall be expressly excluded.

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

Contact having been established, the insured party shall indicate: **name and surname, present location, contact telephone number**, and shall detail the circumstances of the accident 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 expenditure incurred thereby shall be borne by the Insured Party.

THE REIMBURSEMENT OF ANY EXPENDITURE MAY BE REQUESTED THROUGH THE WEBSITE:

**WWW.ROLEUROP.COM/EUROPAMUNDO
IN ORDER TO CREATE YOUR OWN
REIMBURSEMENT APPLICATION AND TO 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 ALL
CASES**

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.

7. 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. 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

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 Statute ECO/734/2004 dated March 11 and Statute 44/2002 dated November 22.

Having exhausted the procedure of the Complaints Service system, the claimant may present the complaint to the 'Comisionado para la Defensa del Asegurado y del Partícipe en Planes de Pensiones' (Commission for the Defense of Insured Parties and Pension Plan Participants) which is assigned to the General Directorate of Insurance and Pension Funds, the address of which is:

Pº de la Castellana, 44
28046 - MADRID

8. 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 end, 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 have the right 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**.

9. 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.

10. LEGISLATION AND GOVERNING LAW

For the purposes herein, the Insured Party and **EUROP ASSISTANCE** shall be subject to Spanish legislation and jurisdiction. A judge having jurisdiction at the Usual Place of Residence of the Insured Party shall acknowledge the entitlements in contract.

11. INSURANCE LIMITS

The amounts which are shown as a limit for each of the provisions herein are understood to be maximum cumulative amounts during travel.

INSURANCE COVERAGE

1.- Medical expenses abroad.

In the event of Sudden Illness or Accident to the Insured Party occurring in an unforeseen manner during travel abroad, **EUROP ASSISTANCE** guarantees, during the term of the Contract and **up to a limit of 3,000 Euro** per period contracted and for 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 ambulances ordered by a doctor.

In the event that **EUROP ASSISTANCE** has not been directly involved and in order that these expenditures be reimbursable, the corresponding original invoices must be presented and must be accompanied by a complete medical report, including previous history, diagnosis and treatment, to enable the nature of the Sudden Illness to be determined.

When travelling to the country of the valid passport thereof, insured parties shall receive the same coverage as that described in the policy for travel in Spain in the event that this is subscribed.

The expenditure shall in all cases be subject to subrogation by EUROP ASSISTANCE for 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.

IN ANY EVENT, AN EXCESS OF 50 EURO IS ESTABLISHED, TO BE BORNE BY THE INSURED PARTY FOR EACH AND EVERY HEALTH SERVICE REQUIRED.

2.- Dental expenses.

Pursuant to the cover for "Medical expenses abroad" and within the limit specified therein, dental expenses considered an emergency are covered, **excluding endodontic work, cosmetic reconstructions of previous work, dentures, crowns and implants, up to a limit of 60 Euro.**

3.- Medical transfer of the sick and injured.

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

Solely the requirements of the medical instructions shall be considered in choosing the means of transport and the hospital where the Insured Party should 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

With regard to repatriation, the Usual Place of Residence shall be considered to be that indicated as such in the purchase of travel.

4.- Curtailment affecting accompanying insured parties.

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, **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.

5.- Dispatch of medicines abroad

In the event that the Insured Party requires medication, the principle active ingredient of which cannot be acquired in the area in which they are located, **EUROP ASSISTANCE** undertakes to carry out the search and dispatch thereof by the fastest means subject to local legislation.

The Insured Party shall reimburse **EUROP ASSISTANCE** for the cost of the medication on presentation of the invoice.

Cases in which the manufacture of the medication has been terminated or the medication is unavailable in distribution channels in Spain are excluded, as are cases where a medication with the same active ingredient exists in the country where the Insured Party is located.

6.- Extension of hotel stay of a companion due to hospitalisation of the Insured Party.

Where the Insured Party must be hospitalised due to medical prescription and in agreement with the medical service of **EUROP ASSISTANCE**, the latter shall meet the costs arising from the necessary extension of the hotel stay of a likewise insured companion, **up to a limit of 80 Euro per day, and a maximum of 10 days.**

7.- Relocation of a person to accompany the Insured Party when hospitalised.

In the event that, during travel, the Insured Party must be hospitalised for a period exceeding five days 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 Usual Place of Residence thereof.

8.- Lodging expenses for a person to accompany the Insured Party while hospitalised.

In the event that the Insured Party, during travel, must be hospitalised for a period exceeding five days and is not accompanied by an Immediate Family member, **EUROP ASSISTANCE**, shall pay, by way of lodging expenses, the hotel accommodation, following presentation of the corresponding original invoices **up to a limit of 80 Euro/day, and for a maximum of 10 days.**

9.- Return of the Insured Party in the event of the death of a family member

In the event of the death of a Covered Immediate Family member in the country of the Usual Place of Residence of the Insured Party while the Insured Party is relocated under coverage by the contract herein, **EUROP ASSISTANCE**, having been notified of the event, shall organise and provide the Insured Party (in a maximum period of 7 days from the date of death) with a scheduled airline ticket (economy class) or rail ticket (first-class) or any other appropriate means of transport to the place of burial in the Country of the Usual Place of Residence of the Insured Party.

**10.- Transport of mortal remains.
Transfer of mortal remains to Spain**

In the event of the death of the Insured Party, occurring during transport covered by the insurance policy herein, **EUROP ASSISTANCE** shall organise and undertake the transfer of the mortal remains to a burial place 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.**

This coverage shall be applicable regardless of the cause of death of the Insured Party.

To this effect, the place of residence in Spain shall be considered as that which is indicated in the purchase of travel.

Transfer of mortal remains to the country of origin (other than Spain)

In the event of the the death of the Insured Party during a relocation covered under the contract herein, the beneficiaries, successors or persons with the legal decision making capacity, may choose between:

- Transfer of the mortal remains from the country where death occurs to the international airport nearest to the place of burial in the country of origin, following notification on the part of the successors or beneficiaries of the Insured Party or persons with the legal decision making capacity, to the Funeral Directors who shall take charge of the mortal remains at the said airport. Coverage shall likewise extend to **up to 1,500 Euro** by

way of relocation expenses from the international airport to the place of burial in the country of origin.

- In the event of the said relocation not being undertaken, **EUROP ASSISTANCE** shall contribute to the funeral expenses in Spain, **up to a maximum of 3,000 Euro.**

This coverage shall be applicable regardless of the cause of death of the Insured Party.

THE PRESENTATION OF THE ORIGINAL INVOICES AND JUSTIFICATION STATEMENTS SHALL BE NECESSARY FOR THE REIMBURSEMENT OF ANY EXPENDITURE.

11.- Luggage search.

In the event that the Insured Party suffers a delay or loss of luggage checked-in or identified by **EUROPAMUNDO**, **EUROP ASSISTANCE** shall assist in the search, advising on the steps to present the corresponding formal complaint. **In the event that the luggage is found, EUROP ASSISTANCE** shall deliver it to the Usual Place of Residence of the Insured Party, provided that the presence of the owner is not required for its recovery.

12.- Loss, damage and theft of luggage.

In the event that, during the course of the services contracted with **EUROPAMUNDO**, the luggage which has been checked in or identified by **EUROPAMUNDO** becomes permanently lost or suffers severe damage, be this due to reasons attributable to **EUROPAMUNDO** or to theft, **EUROP ASSISTANCE** guarantees the payment of indemnity of **up to 30 Euro per item and a maximum of 300 Euro.**

In order for the indemnity to be applicable, the loss or damage caused must be proved by means of the original justification statement provided by the transporting company or **EUROPAMUNDO**.

In the event of the theft of luggage, it shall be essential to present the corresponding formal report made to the competent authorities where the event took place.

In any event, a detailed list and valuation of the items stolen, lost or damaged shall be necessary, **as well as the original boarding card or, where applicable, the EUROPAMUNDO voucher.**

The integral parts or accessories of an item shall not be indemnified independently, nor shall slight damage to luggage, such as scratches or damage to wheels or handles.

Simple loss or petty theft of handbags and hand luggage, money, jewellery, electronic and digital equipment, documents, and the theft of luggage or personal items kept in vehicles or tents shall be excluded, as shall any type of luggage which has not been checked-in or identified by EUROPAMUNDO.

13.- Luggage delays

In the event that, during the course of the services contracted with **EUROPAMUNDO**, a delay exceeding 12 hours or one night occurs in the delivery of luggage checked-in or identified by **EUROPAMUNDO**, either due to a cause attributable thereto or to the transporting

company, the expenditure arising from the purchase of necessary personal items in the place where the delay occurs shall be reimbursed (following submission of the corresponding original invoices, the original boarding card and the written justification of the delay issued by EUROPAMUNDO), up to a limit of 100 Euro.

This indemnity shall be deductible from that corresponding to the cover in "Loss, damage and theft of luggage" should permanent loss be established.

This cover shall not apply to delays or purchases of items for personal use in the province where the Insured Party has the Usual Place of Residence.

14.- Transmission of urgent messages (derived from the cover)

EUROP ASSISTANCE by means of a 24 hour service, shall accept and transmit urgent messages from Insured Parties, provided that no other means of sending these to their destination are available and that the messages are consistent with the cover herein.

15.- Accident Insurance

The Insurer guarantees the payment of up to 6,000 Euro in the event of Permanent Disability and up to 2,500 Euro where, as a consequence of a covered accident, the death of the Insured Party occurs, either immediately or due to the injuries suffered within a time period of one year as of the date of the insured loss.

In the case of legally incapacitated persons or persons of less than 14 years of age, the provision for death shall refer exclusively to the justified burial expenses which, under no circumstances, may exceed the amount insured for this cover.

The amount of provisions paid for permanent disability as a consequence of the same accident is derived from the provisions to be paid for death due to the same accident.

EXCLUSIONS

The cover herein 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 checkups, heat treatment, cosmetic surgery, Acquired Immunodeficiency Syndrome and those cases in which the purpose of travel is medical treatment or surgical intervention, alternative and complementary medical treatments (homeopathy, 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. The consequences derived from the performance 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 medicines, other than those which have been prescribed by a doctor.
10. Fraudulent activity on the part of the Policyholder, Insured Party or assignee thereof.
11. Epidemics and/or infectious diseases which appear suddenly and spread rapidly through the population, as well as those caused by pollution and/or contamination of the atmosphere.
12. Wars, demonstrations, insurrections, acts of terrorism, sabotage, and strikes, whether officially declared or not. 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 which

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.

13. Petty theft, simple loss, money, jewellery, documents, and the theft of luggage or personal items kept in vehicles or tents shall be excluded, as shall any type of luggage which has not been checked-in.

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 parts 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.