



**GENERAL CONDITIONS  
INSURANCE OF HOTEL ASSISTANCE  
Medical expenses 6,000 euros**



# **Hotel Assistance Insurance**

**EA / 2020**

## **GENERAL CONDITIONS**

In order to be entitled to any of the guarantees subject to this policy, the Insured must contact, by phone +34 91 514 99 60 or fax +34 91 514 99 50, 24 hours a day, 365 days a year.

**EUROP ASSISTANCE S.A., Branch in Spain**

Orense, 4. 28020 Madrid

W-2504100-E - Registration 1 in the Commercial Register of Madrid on 18-12-2019.

Sheet M-709205. Folio 153. Volume 39930. Book of Societies

## GUARANTEES AND LIMITS PER INSURED PERSON

### HOTEL ASSISTANCE

#### RISKS COVERED

#### SUMS INSURED PER PERSON

##### 1. MEDICAL ASSISTANCE GUARANTEES

1.1. Medical expenses (surgical, pharmaceutical and hospitalization).....	€6,000
1.2. Dental Expenses.....	€300
1.3. Health transfer of the sick and injured.....	Included
- If it is not organized by EUROP ASSISTANCE.....	€3,000
1.4. Transfer of mortal remains .....	Included
- If it is not organized 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 accompanying insured persons (included in the same booking).....	3..... Included
1.8. Displacement of a person to accompany the hospitalised insured person (more than 5 days).....	Included
1.9. Expenses of a person's stay to accompany the inpatient insured person (more than 5 days) (maximum 10 days).....	€100/day
1.10. Accompaniment of minors or dependents .....	Included
1.11. Accompaniment of mortal remains (maximum stay 5 days) .....	€100/day
1.12. Sending Physician .....	Included
1.13. Sending ambulance .....	Included
1.14. Extension of stay for accompanying persons in hotel due to hospitalization of the insured person (maximum 10 days) .....	€20/day
1.15. Displacement accompanying persons on site (maximum 10 days) .....	€100/day
1.16. Expenses of accompanying person's stay in clinic (maximum 10 days) .....	€100/day
1.17. Medical Guidance Service .....	Included

##### 2. CANCELLATION WARRANTIES

2.1. Cancellation of travel already initiated .....	€500
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## PREVIOUS INFORMATION

In compliance with article 96.1 of Law 20/2015, of July 14, on the organisation, supervision and solvency of insurance and reinsurers and Royal Decree 1060/2015 of 20 November approving its Implementing Regulation, it is expressly stated that the information contained in this clause has been communicated to the Policy holder prior to the conclusion of the contract.

1. That this insurance contract is concluded under the right established with the Branch in Spain of the French insurer Europ Assistance, a French public limited company governed by the French Insurance Code, with a share capital of EUR 46,926,941, registered under number 451 366 405 RCS Nanterre, and domiciled on the Promenade de la Bonette , 1 - 92633 Gennevilliers Cedex, France.

2. That Europ Assistance S.A., Branch in Spain is duly registered in the Administrative Register of the insurance entities of the Directorate General of Insurance and Pension Funds under the key E0243 and has its domicile in C/. Orense 4, Floor 14, 28020 Madrid.

3. That, without prejudice to the powers of the Directorate-General for Insurance and Pension Funds (DGSFP), the Member State to which the Insurance Entity is responsible is France and, within that State, the Authority to which the control is responsible is the Autorité of Controle Prudenciel et de Résolution (ACPR), established at 4, Place de Budapest , CS 92459, 75436 Paris Cedex 09, France.

4. That this insurance contract is governed by the general, particular and special conditions, if any, in accordance with the provisions of Law 50/80 of 8 October, on insurance contract; the Law on the Management, Supervision and Solvency of Insurers and Reinsurers (Law 20/2015 of July 14) and its Implementing Regulations.

5. That the liquidation of Europ Assistance S.A., Branch in Spain is not subject to Spanish law. The financial and solvency status report is available on the insurer's website.

6. That, in case of complaint or complaint, Europ Assistance S.A., Branch in Spain makes available to the Insured a Claims Service which Regulations can be consulted on the website [www.europ-assistance.es](http://www.europ-assistance.es). Complaints may be filed by the takers, insured, beneficiaries, injured third parties or successors of any of the above, in the "Customer Defense" section of the website, or by writing to the Claim Service:

### **Claims Service**

**St. Orense, 4 - Floor 14. 28020 Madrid.**

This Service, which operates autonomously, will address and resolve within a maximum period of two months written complaints that are directly addressed to it, thus complying with Order ECO/734/2004 of 11 March and Law 44/2002 of 22 November.

After the Complaints Service is exhausted, the complainant may make his complaint to the Claims Service of the Directorate-General for Insurance and Pension Funds, whose address is:

**Paseo de la Castellana, 44. 28046 Madrid.**

7. That the contract is subject to Spanish jurisdiction, with the competent judge being the one corresponding to the usual domicile of the Insured.

## **1. TRAVEL ASSISTANCE INSURANCE**

Europ Assistance S.A. Branch in Spain

Orense, 4 - 28020 Madrid - Spain - NIF: W-2504100-E

This Insurance Policy is governed by current legislation and as agreed in these General Conditions, as well as the particular and special ones that the Policy may have and that constitute a unitary whole, foundation of insurance, and that only covers the risks specified therein.

## **2. INSURANCE AND WARRANTIES**

These General Conditions correspond to the insurance of Hotel Assistance, annual coverage.

## **3. DEFINITIONS**

### **Accident**

The bodily injury or material damage suffered during the term of the contract, resulting from a violent, sudden and external cause out of the intention of the Insured.

### **Accompanying person**

Any person other than the Insured who is registered within the same contract of the trip, may or may not be insured, unless expressly stated otherwise.

### **Insured**

Physical person, registered occupant of a hotel room of the Insurance Taker.

### **Insurer**

Europ Assistance S.A., Branch in Spain, domiciled in the C/. Orense 4, Floor 14, 28020 Madrid, which assumes the contractually agreed risk; authorized and regulated by the Autorita de Contr'le Prudentiel et de Résolution (ACPR), domiciled at 4, Place de Budapest, CS 92459, 75436 Paris Cedex 09, France and the Directorate-General for Insurance and Pension Funds, of the Spanish Ministry of Economy, with regard to market conduct.

### **Quarantine**

Non-specific time space in which people remain isolated, as a result of a disease, to avoid or limit the risk of spreading it.

### **Usual address**

The Usual Address of the Insured is the one located in the country that is recorded in the contracting of the hotel booking.

### **Chronic Disease**

That disease that lasts three months or longer and usually has slow progression.

### **Serious Illness**

Any alteration that has become a person's health status that involves hospitalization and makes it impossible to start the Insured's journey, prevents its continuation on the scheduled date, or entails a risk of death.

### **Pre-existing illness**

Any ailment, illness or injury previously diagnosed or treated medically or purely symptomatic, initiated or contracted prior to the start date of the trip.

### **Sudden Illness**

Alteration of an individual's health status during the course of a trip covered by the contract whose diagnosis and confirmation is made by a legally recognized physician or dentist, and who requires optional assistance.

### **Epidemic**

Any sudden and large-scale manifestation of an infectious disease that spreads rapidly and simultaneously affects many people in the same (or several) geographical area will be considered epidemic.

### **Direct family member covered**

Spouse, de facto partner duly registered in the corresponding Official Register, as well as relatives up to second degree by affinity or in sanguinity of the Insured.

### **Pandemic**

Epidemic disease that spreads to many countries or attacks almost all individuals in a locality or region.

### **Policy**

The contractual document containing the Insurance Regulatory Conditions. The General Conditions, particular and special (individualizing risk) and the supplements or appendices issued therein to complete or modify it are an integral part of the Same.

### **Premium**

It's the price of insurance. The receipt will also include surcharges and taxes of legal application.

### **Sinister**

Any sudden, accidental, unforeseen and unintentional event of the Insured, the adverse consequences of which are covered by the guarantees of this Policy. All damages arising from the same cause shall be deemed to constitute a single and unique claim.

### **Insurance taker**

The hotel or hotel company headquartered in Spain that with the Insurer subscribes to this Policy, and to which correspond the obligations arising therefrom, except those that by their nature must be fulfilled by the Insured.

### **Trip**

Travel means any travel made outside the Insured's Usual Address, from the departure of the address to its return after the end of the trip.

## **4. OBJECT OF THE INSURANCE**

Ensure against the consequences of those risks whose coverage is specified in the Policy and that occur as a result of a fortuitous event during the stay of the Insured in the hotel subject to this Policy and within the facilities of the hotel, and with the limits indicated therein, as well as provide those services defined according to the modality subscribed. The guarantees of the Policy will cease to take effect after the end of the trip and the return of the Taker and other Insureds to the Usual (unless expressly stated in the warranty).

## **5. INTERNATIONAL SANCTIONS**

Europ Assistance S.A. Branch in Spain

Orense, 4 - 28020 Madrid - Spain - NIF: W-2504100-E

The Insurer will not cover, assume any claims, nor will it provide any provision or service described in the policy that may expose you to any sanctions, prohibitions or restrictions under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union or the United States of America.

For more details, please visit the pages:

- <https://www.un.org/securitycouncil/sanctions/information>,
- <https://sanctionsmap.eu/#/main>,
- <https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>

## **6. U.S. TRAVELLER CLAUSE**

If the Insured is a citizen or resident of the United States and travels to Cuba, it will be necessary to prove that his trip to Cuba occurred in accordance with the laws of the United States, so that we can provide a service or make a payment.

## **7. ENTRY INTO FORCE AND DURATION OF INSURANCE**

The insurance policy will take effect on the date the Policyholder contracts the policy.

### **Start and end of policy coverage**

Coverage for each Insured will begin on the date they occupy the Hotel Space of the Insurance Taker (check-in) and end when their hotel stay ends (check-out)

### **Duration**

The duration of the Policy is annual.

## **8. TERRITORIAL SCOPE**

The warranties insured by this contract will be valid worldwide.

Intervention of assistance shall not be guaranteed in those countries which, still reflected in the territorial area contracted, are in a state of war, insurrection or war of any kind or nature, even if they have not been officially declared. In this case EUROP ASSISTANCE will reimburse those expenses covered and duly justified by the original accreditation invoice.

This insurance provides its coverage in the countries or destinations indicated in the policy, except in the following countries and territories: Iran, Crimea, North Korea, Syria and Venezuela.

## **9. KILOMETRIC FRANCHISE**

The policy covers Insureds outside their Usual Home during their stay at the hotel.

## **10. PREMIUM PAYMENT**

The Policyholder is obliged to pay the premium at the time of the policy formalization. In any event, if the premium has not been satisfied before the claim occurs, EUROP ASSISTANCE is released from its obligations.

In case of non-payment of the premium, the effects of the coverage will not begin and the Insurer may resolve the Policy or demand payment of the agreed premium.

## **11. PROCEEDINGS IN CASE OF SINISTER**

• 24-hour Travel assistance:

Phone: 34.91.514.99.60

• Holiday Refund Expenses:

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



### • Request for Refunds

Europ Assistance S.A. Branch in Spain

Orense, 4 - 28020 Madrid - Spain - NIF: W-2504100-E

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

2.- Post Office: 36316 – 28020 Madrid

Given a fact that could give rise to the provision of any of the guarantees covered by the Policy, it will be essential to communicate the accident immediately, to the telephone that appears or other means that records the communication of said claim, being expressly excluded, in general, those services that have not been previously communicated to EUROP ASSISTANCE and those for which the corresponding authorization had not been obtained. In the event of force majeure preventing this warning, it shall be carried out immediately to cease the cause preventing it.

When the contact is established, the Insured will indicate: policy number, first and last name, place where he/she is located, contact telephone number, and inform of the circumstances of the claim and the type of assistance requested.

Upon receipt of the notification, EUROP ASSISTANCE will give the necessary instructions in order to provide the required service. If the Insured acts contrary to the instructions given by EUROP ASSISTANCE, the expenses incurred in such non-compliance will be on his account.

The Insured shall inform EUROP ASSISTANCE of the claim, within a maximum period of 7 days if known. In case of non-compliance EUROP ASSISTANCE may claim damages caused by the lack of declaration.

For the reimbursement of any expense authorized by Europ Assistance you can go to Web: <https://ea.eclaims.europ-assistance.com> where you can create your own request for reimbursement and follow up on the procedure, or to the post office 36316 (28020 Madrid). In all cases, the presentation of invoices and original supporting documents will be indispensable.

Refunds made by EUROP ASSISTANCE are made in compliance with Spanish laws, in particular as established for cash payments and capital outflow from the national territory. Thus, in the event that the costs of contingencies covered that the Insured had paid in cash outside Spain, EUROP ASSISTANCE will only reimburse the amount equal to or greater than EUR 10,000 or its foreign currency value if bank proof of its withdrawal from cash outside Spain is provided or has been declared in accordance with Article 34 of Law 10/2010 on the prevention of money laundering.

## **12. INFORMATION CLAUSE ON THE PROCESSING OF PERSONAL DATA**

WHO IS RESPONSIBLE FOR THE TREATMENT OF YOUR DATA?

Europ Assistance, S.A., Branch in Spain (hereinafter, the "Insurance Company") NIF: W-2504100-E

Address: Calle Orense, number 4, 28020 Madrid.

Data Protection Officer (DPO): You can contact the DPO by writing to the Home of the Insurance Company, indicating in the reference "Data Protection Officer", or by writing to the email address: [delegadoprotdatos@europ-assistance.es](mailto:delegadoprotdatos@europ-assistance.es)

### **FOR WHAT PURPOSES WILL YOUR PERSONAL DATA BE PROCESSED?**

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

- Carry out the fulfilment and development of the contractual relationship derived from the policy.
- Realization of commercial and marketing actions of other products and services of the Insurance Company.
- Preparation of customer satisfaction studies.
- Preparation, drafting and issuance of insurance documentation.
- Making necessary valuations after the concurrence of a claim or event covered by the contracted policy.
- Carry out any obligation legally enforceable or contractually agreed.
- Carrying out actions aimed at the prevention, detection or prosecution of fraud.



Europ Assistance S.A. Branch in Spain  
Orense, 4 - 28020 Madrid - Spain - NIF: W-2504100-E

#### **WHAT IS THE LEGITIMATION FOR TREATMENT?**

- Execution of a contract between the PolicyHolder, the insured and/or beneficiaries and the Insurance Company.
- Legitimate Interest.
- Legal Obligation.

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

- The companies of the Insurance Company Group, to manage the contractual relationship we maintain with you.
- The bank of the Insurance Company and the companies of its Group and the bank of the data subject to make the direct debit order effective in accordance with current regulations.
- Entities acting as mediator or insurance distributor for the management of insurance policies by such processed entity.
- The suppliers chosen by the Insurance Company whose intervention is necessary for the management of the assistance covered by the policy.
- SepBLAC, in order to comply with legally established requirements.
- The Directorate-General for Insurance and Pension Fund, in accordance with legally established forecasts.
- The tax authorities with competence in the matter for the fulfilment of strictly legal and tax purposes.
- Public administrations in relation to the competences conferred on them.
- In the case of death cover insurance, the General Register of Acts of Last Will, managed by the Directorate-General of Registrations and notarized, in accordance with the applicable regulations in this area.

#### **COMMERCIAL COMMUNICATIONS**

In accordance with the provisions of article 21.2 of Law 34/2002, of July 11, services of the information society and electronic commerce, it is reported that the Insurance Company may send you information and advertising about products or services marketed by it that are similar to the one you contracted. The interested party may object, at any time, to the sending of such electronic commercial communications, sending an email, indicating in the case "LOW COMMUNICATIONS" to the following address: [baja.cliente@europ-assistance.es](mailto:baja.cliente@europ-assistance.es)

#### **TREATMENT OF HEALTH DATA**

The Insurance Company informs you that, for the management of claims arising from the policy and the coverages included there in it, it is necessary that personal data relating to your health be processed, whether obtained through the health questionnaire or any other that in the future may contribute during the term of the contractual relationship or that the Insurance Company may obtain from third parties (whether they come from public or private health centres or other professionals national and international medical examinations or examinations that may be required by the Insurance Company or other public or private entities).

#### **THIRD PARTY DATA PROCESSING**

In the event that data relating to third parties is provided, the policyholder must have obtained prior authorization of the same in relation to the transmission of the data to the Insurance Company for the purposes agreed herein.

#### **HOW LONG WILL WE KEEP THE DATA?**

Unless you have given us your consent, we will only keep your data as long as you are a customer and the relationship with you is maintained.

Thereafter, only duly blocked (i.e. at the disposal of the relevant authorities and for the defence of the entity) the minimum necessary data relating to the operations and transactions carried out in order to be able to respond to any claim, as long as it has not been prescribed, will be kept duly blocked. Usually, the

applicable deadlines are 10 years by the Money Laundering Prevention Act, if applicable, and 5 years to address claims for insurance policies covering harm to individuals. After these deadlines, the final cancellation will be made. If you are not a customer and have made any request for contracting, we will keep your data only as long as the offer given to you is in force, or if no deadline has been set, for the legal period.

#### WHAT ARE YOUR RIGHTS?

You can exercise, by writing to Europ Assistance S.A, Branch in Spain, C/. Orense, 4 28020 Madrid, indicating in the Reference "Data Protection", attaching a photocopy of your identity document, at any time and free of charge, the following rights:

- Revoke the consent granted for the processing and communication of your personal data.
- Access your personal data.
- Rectify inaccurate or incomplete data.
- Request the deletion of your data when, among other reasons, the data is no longer necessary for the purposes that were collected.
- Oppose the processing of your data.
- Request the portability of your data.
- Claim before the Spanish Data Protection Agency, through the following address: Calle de Jorge Juan, 6, 28001 Madrid, when it considers that the entity Europ Assistance S.A, Branch in Spain has violated the rights that are recognized by the data protection regulations.

For its exercise, the data subject may contact the Data Protection Officer (DPO), by writing to Europ Assistance S.A., Branch in Spain, C/. Orense, number 4, 28020 Madrid, or by writing to the email address [delegadoprodatos@europ-assistance.es](mailto:delegadoprodatos@europ-assistance.es)

#### **13. PROCEDURES IN CASE OF COMPLAINT BY THE INSURED**

EUROP ASSISTANCE makes available to Policyholders a Claims Service which Regulations can be found on the website [www.europ-assistance.es](http://www.europ-assistance.es). Complaints may be filed by policyholders, insureds, beneficiaries, injured third parties or successors of any of the above, in the "Customer Defense" section of the website, or by writing to the Claims Service: Address: Claims Service

Cl. Orense, 4 - Floor 14

28020- MADRID

[reclamaciones@europ-assistance.es](mailto:reclamaciones@europ-assistance.es)

This Service, which operates autonomously, will attend and resolve within a maximum period of 2 months written complaints that are directly addressed to it, thus complying with Order ECO/734/2004 of 11 March and Law 44/2002 of 22 November.

After the Complaints Service is exhausted, the complainant may make his complaint to the Claims Service of the Directorate-General for Insurance and Pension Funds, whose address is:

Po de la Castellana, 44 28046- MADRID

<https://www.dgsfp.mineco.es/reclamaciones/>

PROVISIONAL HEADQUARTERS:

C/ Miguel Angel, 2, 4th Floor. 28010 MADRID

#### **14. COMMUNICATION OF THE DATA CONTAINED IN THE POLICY**

The Taker undertakes to notify EUROP ASSISTANCE of any changes to the data contained in the Policy, in writing and within 24 hours. In the event of non-compliance with this obligation, EUROP ASSISTANCE reserves the right to suspend insured guarantees.

#### **15. SURROGACY**

EUROP ASSISTANCE is subrogated, up to the total cost of the services provided by it, in the rights and actions that correspond to the Insured against any person responsible for the facts and that have motivated

his intervention. Where the guarantees made in performance of this Agreement are covered in whole or in part by another insurer, by National Health Service or by any other institution or person, EUROP ASSISTANCE shall be subrogated in the rights and actions of the Insured against that company or institution. For this purpose, the Insured undertakes to actively cooperate with EUROP ASSISTANCE by providing any assistance or by providing any document it may be considered necessary.

In any case, EUROP ASSISTANCE shall have the right to use or request from the Insured the delivery of the transport title (train ticket, air ticket, etc.) not used by the Insured, when the return costs have been borne by EUROP ASSISTANCE.

## **16. LIABILITY**

Upon a claim, EUROP ASSISTANCE shall not assume any responsibility for the decisions and actions taken by the Insured, contrary to EUROP ASSISTANCE's instructions or those of its Medical Service.

## **17. LAW AND JURISDICTION**

The Insured and EUROP ASSISTANCE submit to Spanish law and jurisdiction for the purposes of this Policy.

The Insured's usual domicile shall be a judge responsible for the recognition of the actions arising from the Policy.

## **18. GUARANTEED LIMITS**

The economic limits contained in each of the guarantees of this Policy shall be deemed to be the total maximums to be applied for the entire period of validity contained in the Particular Conditions, depending on the contractual modality chosen, unless expressly stated otherwise.

# **COVERED WARRANTIES**

## **MEDICAL ASSISTANCE GUARANTEES**

### **1.1. Medical expenses**

In case of illness or accident of the Insured, occurred on an unforeseen basis during the stay of the Insured in the hotel subject to this Policy, EUROP ASSISTANCE guarantees during the term of the Contract and up to the economic limit indicated in the section "Guarantees and limits" per contracted period and to each Insured, the expenses listed below:

- Medical fees.
- Medications prescribed by a doctor or surgeon, during the first medical assistance provided. The successive payment of medicines or pharmaceutical expenses arising from the extension in time of the initially prescribed treatment, as well as those related to any process which acquires a chronic nature, is excluded from this coverage.
- Hospitalization expenses.
- Ambulance expenses ordered by a doctor for a local journey.

In the event that **EUROP ASSISTANCE** has not intervened directly, and for such expenses to be reimbursable, it must have been previously contacted by the medical platform and authorized assistance. In addition, the corresponding original invoices must be submitted, which must be accompanied by the complete medical report, with its history, diagnosis and treatment, to establish the nature of the arisen disease.

Within the economic limit indicated in the "Medical Expenses" benefit, in cases of vital urgency as a result of an unpredictable complication of a chronic or pre-existing disease, EUROP ASSISTANCE will take over a first emergency medical visit, as well as prescription drugs on that first visit.

Payment of medical expenses in your country of residence is excluded in cases where the Insured is a beneficiary of National Health Service. Except for cases where for urgent reasons the Insured has to be

transferred to a non-NHS. The costs incurred will in any case be grounds for subrogation by EUROP ASSISTANCE to the perceptions that the Insured is entitled to, for NHS benefits or for any other private security or forecasting scheme to which he/she is affiliated.

### **1.2. Dental Expenses**

In application of the guarantee "Medical expenses" and within the limit specified therein, dental expenses, considered urgent, excluding endodontics, aesthetic reconstructions of previous treatments, prostheses, veneers and implants, to the economic limit indicated in the section "Guarantees and limits" are covered.

### **1.3. Health transfer of the sick and injured**

In case of illness or accident of the Insured, during the term of the contract and as a result of a displacement of the place where his usual domicile resides, and provided that it makes it impossible for him to continue the trip, EUROP ASSISTANCE, as soon as it is advised, will organize the necessary contacts between his medical service and the doctors who attend the Insured.

Where the euro service of EUROP ASSISTANCE authorises the transfer of the Insured to a hospital centre better equipped or specialized near his Usual Address or to his Usual Address, EUROP ASSISTANCE will make such transfer according to the severity of the same, by:

- Special sanitary aircraft.
- First class train.
- Sanitary helicopter.
- Ambulance.
- Regular line plane.

The special health aircraft will only be used geographically in Europe and Mediterranean coastal countries. In cases of vital urgency as a result of an unpredictable complication of a chronic or pre-existing illness that prevents the Insured from continuing the journey, once stabilised, EUROP ASSISTANCE will proceed to manage the transfer of the same under the conditions described in this guarantee. Only medical requirements by our company's medical service will be taken into account in choosing the means of transport and the hospital where the Insured must be admitted.

If the Insured refuses to be transferred at the time and under the conditions determined by the EUROP ASSISTANCE medical service, all guarantees and expenses resulting as a result of that decision will be automatically suspended.

For the purposes of repatriation, it will be considered As a Usual Address that appears in the contracting of the hotel.

In case of EUROP ASSISTANCE not organizing it, the maximum economic limit for this guarantee will be as indicated in the section "Guarantees and limits".

### **1.4. Transfer of mortal remains**

In the event of the death of the Insured, during the course of a displacement covered by this contract, EUROP ASSISTANCE will organize and take care of the transfer of the mortal remains to the place of their burial or incineration within the municipality of their usual domicile, as well as the costs of embalming, mandatory minimum coffin and administrative formalities. Under no circumstances does this coverage extend to the expenses of funeral pomp and burial.

If the heirs, beneficiaries of the Insured or persons with the legal capacity to decide had opted for the incineration prior to the transfer of the mortal remains, EUROP ASSISTANCE will take charge of the cost of the same and organize the subsequent transfer of the urn with the ashes assuming its cost. If the transfer of the urn requires, for legal or organisational reasons, the presence of an escort, EUROP ASSISTANCE will organize and take charge of the transfer, round trip, by regular airline (tourist class), train (first class)

and /or any other means of transport suitable for a person designated by the beneficiaries or family members.

This warranty shall apply regardless of the cause of death of the Insured. For this purpose, it will be considered domicile that appears in the contracting of the hotel.

In case of EUROP ASSISTANCE not organising it, the maximum economic limit for this guarantee will be as indicated in the section "Guarantees and limits".

#### **1.5. Transfer to hospital in case of emergency**

EUROP ASSISTANCE will bear the costs of transfer, even under medical surveillance if necessary, from the hotel to the nearest hospital or clinic and return, exclusively in case of illness or serious accident that requires an immediate consultation, not being able to wait for the ordinary medical visit.

#### **1.6. Extension of hotel stay by illness or accident**

Where the nature of the disease arising or accident makes it impossible for the Insured to continue the journey, and it is not necessary to enter the clinic or hospital, EUROP ASSISTANCE shall pay the costs arising from the extension of hotel stay (accommodation and maintenance), prescribed by a doctor, up to the economic limit indicated in the section "Guarantees and limits".

#### **1.7. Return of accompanying policyholders**

Where the Insured has been transferred for illness or accident under the guarantee "Health transfer of the sick and injured", or by death, and this circumstance prevents the rest of the accompanying insured persons from returning to their home by the means initially provided, including cases where they have not been able to return because they have to carry out the procedures arising from this circumstance, EUROP ASSISTANCE will be responsible for the costs corresponding to the transport of them to the place of their usual domicile or to the place where the Insured transferred is hospitalized, by regular line flight ticket (tourist class), train (first class) and / or in any other appropriate means of transport.

#### **1.8. Displacement of a person to accompany the Inpatient Insured**

If the Insured, during the trip, must be hospitalised more than the indicated days and no Direct Family is at his/her side, EUROP ASSISTANCE will make available to an accompanying person from the country of the Insured's usual Address, a regular line round-trip ticket (tourist class), train (first class) and/or any other suitable means of transport.

#### **1.9. A person's stay expenses to accompany the inpatient insured person**

If the Insured, during the trip, must be hospitalised more than the indicated days and no Direct Family member is at his side, EUROP ASSISTANCE, will pay as expenses of stay, accommodation in hotel, of the displaced person to accompany the Insured, upon presentation of the original invoices corresponding, up to the economic limit indicated in the section "Guarantees and limits".

#### **1.10. Accompaniment of minors or dependents**

If Insured Persons traveling with dependents or under the age of 14, also Insured, are unable to take care of them because of illness or accident covered by this contract, EUROP ASSISTANCE will organize and take charge of the travel, round trip, (by first class train, regular airline economy class and/or any other appropriate means of transport) of a person resident in the country of the Usual Address of the Insured designated by him or his family, or designated by EUROP ASSISTANCE, in order to accompany minors or dependents on their return to their Usual Address, and in the shortest possible time.

#### **1.11. Accompaniment of mortal remains**

In the event of no one accompanying in his transfer the mortal remains of the Insured, who died on a trip covered by this contract, EUROP ASSISTANCE will provide the person appointed by the successors with a return train ticket (first class), economy class aircraft and/or any other suitable means of transport to accompany him to the burial site.

EUROP ASSISTANCE will pay as the passenger's stay costs, hotel accommodation, upon presentation of the corresponding invoices, up to the economic limit indicated in the section "Guarantees and limits".

#### **1.12. Sending Physician**

In case of illness or minor bodily accident of the Insured, which occurred on an unforeseen basis at the hotel, EUROP ASSISTANCE guarantees, during the stay of the Insured, the sending of a general practitioner to the place where the Insured is staying, assuming the travel costs and medical fees involving this first visit.

It excludes the vital emergencies that will be referred to public services.

The Insured expressly waives the home medical service in case of residing in populations where EUROP ASSISTANCE does not have this contracted service.

#### **1.13. Ambulance delivery**

At the request of the Insured, EUROP ASSISTANCE, will manage the search and shipment to the hotel where he/she is staying in an ambulance, not being considered as an emergency.

This warranty is subject to local availability.

If necessary, EUROP ASSISTANCE will activate emergency services, whether public or private, immediately and upon receipt of the call, without EUROP ASSISTANCE being considered a substitute for such services.

**All service expenses will be borne by the Insured.**

#### **1.14. Extension of stay of accompanying person in hotel due to hospitalization of the Insured**

Where the Insured must be hospitalised by prescription and in accordance with the medical service of EUROP ASSISTANCE, the Insured shall pay the costs arising from the necessary extension of stay at the passenger's hotel (accommodation and maintenance), also insured, up to the economic limit indicated in the section "Guarantees and limits".

#### **1.15. Accompanying Displacement "on site"**

If the Insured is hospitalised, as a result of serious illness or accident covered by this contract, EUROP ASSISTANCE will pay as transport costs, to the accompanying person also insured, for transfer from the hotel to the hospital and vice versa to the economic limit indicated in the section "Guarantees and limits", after presentation of the corresponding supporting documents.

#### **1.16. Expenses accompanying person's stay in clinic**

If the Insured, during the trip, must remain hospitalised, due to illness or accident, more than five days and no Direct Family member is by his/her side, EUROP ASSISTANCE, shall pay the accommodation and breakfast for the costs of staying in the clinic of a displaced family member up to the economic limit indicated in the section "Guarantees and limits", provided that the hospital has such service and that it is medically necessary.

This benefit will not be cumulative to the provision "Expenses of a person's stay to accompany the Hospitalized Insured", "Extension of stay for accompanying person in hotel due to hospitalisation of the Insured", or any provision that covers the hotel expenses of the companion.

### **1.17. Medical Guidance Service**

This service will consist of the resolution of medical doubts that the Insured may have about interpretation of clinical analyses, medicines, etc. The EUROP ASSISTANCE medical service shall advise, in the light of the data of the request for the service, what it deems appropriate and will guide the Insured towards the health facility he considers best, if necessary. Under no circumstances will the medical guidance service diagnose or prescribe any treatment.

For the most serious and urgent cases EUROP ASSISTANCE may activate the necessary health care services, prioritising emergency public services, with the Insured being in charge of the expenses that are caused as a result of this service.

This service will be provided at the request of the Insured and from 9:00 to 21:00 every day (mainland Spain time).

## **CANCELLATION WARRANTIES**

### **2.1. Cancellation of travel already initiated**

In case of interruption of holidays for one of the justified reasons indicated below:

- Death of the Insured
- Body accident or serious illness involving hospitalisation at least one night and that medically makes it impossible to continue the journey.
- Hospitalisation or death of a Covered Direct Family Member.
- Serious damage caused by fire, explosion, theft or by force of nature, in its main or secondary residence, or in its professional premises if the insured person exercises a liberal profession or runs a company and his presence is imperatively necessary.
- Nondisciplinary dismissal of the Insured or forced transfer of work that entails the change of address.
- Incorporation into a job in a new company, in which you have not been hired in the previous six months. The multiple contracts made by temporary workers to carry out work in other companies will be considered as contracts for the companies in which the worker develops his activity.
- Call as part, witness of in court or member of a jury.

The grounds for the application of this guarantee must have occurred after the commutation covered by this insurance.

EUROP ASSISTANCE will refund the expenses corresponding to the days not enjoyed of the Hotel Stay and up to the economic limit indicated in the section "Guarantees and limits". The Insured must present the document accreditation of the contracting of the accommodation in order to prove the refund.

The cancellation costs of an insured companion who is registered in the same booking will also be covered when the Insured has been cancelled for any of the reasons set out in this guarantee and for this cancellation the accompanying person has to travel alone.

In addition, minors insured and registered in the same booking of the trip will be covered by this guarantee when one of the accompanying adults cancels for any of the reasons contained in this guarantee.

## **EXCLUSIONS RELATING TO TRAVEL ASSISTANCE**

**Europ Assistance S.A. Branch in Spain**

**Orense, 4 - 28020 Madrid - Spain - NIF: W-2504100-E**

These guarantees shall cease at the time the Insured returns to his/her habitual address, or when he/she has been repatriated by EUROPE ASSISTANCE, to his/her home or hospital centre near him/her. Expenses which have not previously been communicated to EUROPE ASSISTANCE and those for which the corresponding authorisation had not been obtained are generally excluded.

In any case, damages, situations, expenses and consequences arising from:

- 1. Pre-existing or chronic illnesses, injuries or conditions, suffered by the Insured prior to the start of the trip that occur during the course of the trip.**
- 2. Waiver, delay or voluntary advance by the Insured to the health transfer proposed by EUROPE ASSISTANCE and agreed by his medical service.**
- 3. Mental illnesses, preventive medical reviews (checkups), thermal cures, cosmetic surgery and those cases in which the trip is intended for medical treatment or surgical intervention, treatments of alternative medicines (homeopaths, naturists, etc.), expenses arising from physiotherapeutic and/or rehabilitative treatments as well as those related to them.**  
Diagnosis, monitoring and treatment of pregnancy, voluntary termination of pregnancy and childbirth is also excluded, unless it is urgent care, and always before the sixth month.
- 4. The Insured's participation in bets, challenges or quarrels.**
- 5. The consequences arising from the practice of winter sports.**
- 6. The practice of sports in competition or motorised competition (race or rally), as well as the practice of dangerous or risky activities listed below:**
  - Boxing, weightlifting, fighting (in its various classes), martial arts, mountaineering with access to glaciers, sledding, immersion with breathing apparatus, caving and skiing with trampoline jumps.**
  - Air sports in general.**
  - Adventure sports, such as rafting, bungee jumping, hydrospeed, canyoning and the like. In these cases EUROPE ASSISTANCE will only intervene and take charge of it, the expenses incurred by the Insured from the moment the Insured is under treatment in a medical centre.**
- 7. Suicide, attempted suicide or self-harm of the Insured.**
- 8. Rescue of people in mountain, chasm, sea, or desert.**
- 9. Diseases or accidents arising from the use of alcoholic beverages, narcotic drugs, drugs or medicinal products, unless the latter have been prescribed by a doctor.**
- 10. Wilful acts of the Taker, Insured, or successor thereof.**
- 11. Epidemics; pandemics; infectious diseases of sudden onset, large-scale and rapid spread in the population; diseases caused by pollution and/or air pollution. Quarantines arising from any of the cases described are also excluded.**
- 12. Wars, demonstrations, insurrections, popular tumultuous movements, acts of terrorism, sabotage and strikes, are officially declared or not. Transmutation of the atom nucleus, as well as radiation caused by artificial acceleration of atomic particles. Telluric movements, floods, volcanic eruptions and, in general, those that come from the triggering of the forces of nature. Any other phenomenon of an extraordinary catastrophic nature or event that by their magnitude or severity are classified as catastrophe or calamity.**

**Regardless of the above, the following situations are particularly excluded:**

- 1. The health transfer of sick or injured persons caused by conditions or injuries that may be treated "on site".**





2. The costs of glasses and lenses, as well as the acquisition, implantation-replacement, extraction and/ or repair of prosthetics, anatomical and orthopaedic parts of any kind such as collar.
3. Reimbursement of medical, surgical and pharmaceutical expenses with an amount of less than EUR 50.

The undersigned acknowledges that he has received, on this same date, in writing and prior to the signing of the Contract, all the information required in the Implementing Regulations of the Law on the Management, Supervision and Solvency of Insurers and Reinsurers.  
Read and agreed by the Policyholder, who expressly accepts the limiting and exclusive clauses contained in the General, Particular and Special Conditions of this policy.

**Europ Assistance S.A.  
Branch in Spain**

**The Contractor**

# CERTIFICATE

**POLICY 3WJ: HOTEL GROUP ASSISTANCE. MAC HOTELES**

**POLICYHOLDER: TRIAUNO, S.L.**

**Tax identity code: B28278885**

**REGISTERED ADDRESS: C/ GREMI DE TINTORERS, 25 – 07009 POL. SON CASTELLÓ, PALMA**

## Coverage and cover limits per insured person

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

1.1. Medical expenses (surgical, pharmaceutical and hospitalisation)	
- Medical expenses outside of the country of residence .....	€6,000
- Medical expenses within the country of residence .....	€6,000
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 Person in the event of hospitalisation (exceeding 5 days).....	Included
1.9. Lodging expenses for a person to accompany the hospitalised insured person (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 ambulance .....	Included
1.14. Extension of hotel stay of companion due to hospitalisation of the Insured Person (maximum 10 days).....	€20/day
1.15. Relocation of companion on-site (maximum 10 days).....	€100/day
1.16. Lodging expenses of companion at a clinic (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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**COVID-19 shall be considered as an illness covered under the policy.**

**Cover extends to the expense of the extension of a stay on the part of the insured person in order to comply with essential medical instructions due to COVID-19, for the maximum period stipulated.**

**How to contact Europ Assistance (24 hour / 365 days)**

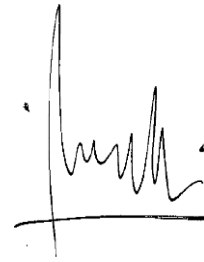
**Assistance helpline: + 34. 91.514.99.60**



The insured party, either in person or through the hotel reception, is required to request assistance by telephone, indicating the name of the insured person and the hotel where the former is staying, along with the location and telephone number of the place where the insured person is located and the description of the problem faced.

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.

For the reimbursement of any expenditure authorised by Europ Assistance, please visit: <https://ea.eclaims.europ-assistance.com>, 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 any event.



Europ Assistance, S.A.  
Sucursal en España

**This document is merely for information purposes and is not contractually binding.**

**The General Terms and Conditions are held by the Policyholder.**