

## GENERAL CONDITIONS OF THE TRAVEL ASSISTANCE CONTRACT ENTERED INTO BETWEEN VUELING AIRLINES, S.A. AND EUROP ASSISTANCE, S.A. SUCURSAL EN ESPAÑA

### Travel insurance

#### **PRELIMINARY 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. That this insurance contract is entered into under the provisions of the right of establishment of the Spanish office of the French insurance company Europ Assistance, a French limited liability company governed by the French Insurance Code, with equity capital of 46,926,941 Euro, registered with number 451 366 405 RCS Nanterre, and with registered office at Promenade de la Bonette, 1 - 92633 Gennevilliers Cedex, France.

2. That 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 y Fondos de Pensiones), and registered office at C/. Orense 4, Planta 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 supervision of the Insurance Entity belongs is France and that, within the said State, the authority to which supervision corresponds is the Autorité de Contrôle Prudentiel et de Résolution (ACPR), with registered address at 4, Place de Budapest, CS 92459, 75436 Paris Cedex 09, France.

4. That this insurance contract is governed by the terms of the General, Specific and Special Terms and Conditions, where applicable, pursuant to the stipulations of Act 50/80, dated October 8, on Insurance Contracts; the Organisation, Supervision and Solvency of Insurance and Reinsurance Companies Act (Act 20/2015, dated July 14) and implementing regulations thereof.

5. That the liquidation of Europ Assistance S.A., Sucursal en España is not subject to Spanish legislation. The report on the financial situation and solvency is available on the website of the insurer.

6. That, in the event of any complaint, Europ Assistance S.A., Sucursal en España makes available to Insured parties a Complaints Service, the

Regulations of which may be consulted on the website [www.europ-assistance.es](http://www.europ-assistance.es).

Policyholders, insured parties, beneficiaries, aggrieved third parties and assignees of any of the aforementioned are entitled to submit complaints in the section "Defensa del cliente" of the website, or in writing to the Complaints Service:

#### **Servicio de Reclamaciones**

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

The aforementioned independently operated Service shall attend to and resolve all complaints directly submitted thereto within a maximum time frame of two months, thus complying with Order ECO/734/2004, dated March 11 and Act 44/2002, dated November 22. Having exhausted the procedure of the Complaints Service, the claimant is entitled to direct the complaint thereof to the Complaints Service of the Directorate General of Insurance and Pension Funds (Dirección General de Seguros y Fondos de Pensiones), the address of which is:

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

7. That the contract is subject to Spanish jurisdiction, a judge having jurisdiction at the usual place of residence of the Insured Party being competent.

#### **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.

#### **POLICYHOLDER**

**The individual person or legal entity** which, together 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.

#### **INSURED PARTY**

An individual with **usual place of residence in any European country or country bordering the Mediterranean**, listed in the Specific Terms and Conditions, who contracts a flight with **VUELING** and subscribes the assistance and cancellation insurance herein associated with the aforementioned flight, prior to the commencement of the date of travel and whose details are notified to **EUROP ASSISTANCE**.

Persons of less than two years of age shall also be considered as insured parties.

#### **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.

#### **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 unintentioned by the Insured.

#### **SUDDEN ILLNESS**

An unexpected deterioration in the state of health of an individual during a journey covered by the policy, the diagnosis and confirmation of which is undertaken by a legally recognised doctor or dental surgeon and requires medical attention (Covid 19 included).

#### **SERIOUS ILLNESS**

Any unexpected alteration in the state of health of an individual which requires hospitalisation and impedes the commencement of the journey by the Insured Party, prevents the continuation thereof on the anticipated date or carries with it the risk of death (Covid 19 included).

#### **LUGGAGE**

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

#### **THEFT**

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

#### **PETTY THEFT**

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

#### **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 a journey away from the Usual Place of Residence, within the geographical scope covered and within the limits indicated herein. Coverage under the contract shall cease to have effect once the journey is terminated and the Insured Party returns to the Usual Place of Residence thereof.

#### **INTERNATIONAL SANCTIONS**

The Insurer will not provide cover, nor pay a claim, nor provide any benefit or a service described in the policy if this would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

For more information, please, check the following Travel insurance (V13)

pages:

<https://www.un.org/securitycouncil/sanctions/information>

<https://www.sanctionsmap.eu/#/main>

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

#### **US TRAVELER CLAUSE**

In case you are a United States citizen or resident and you are travelling to Cuba, you will have to provide evidence that you travelled to Cuba in compliance with United States laws for us to be able to provide a service or a payment.

#### **DURATION OF THE JOURNEY**

Cover shall be provided in the countries included in the airline ticket with **VUELING** for a maximum term of 30 days.

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

The usual place of residence of the Insured Party is understood to be that which is located in any European country or country bordering the Mediterranean, is recorded in the purchase of the flight and from where the journeys covered herein are undertaken.

#### **ABROAD**

For the purposes of the cover, 'abroad' is understood to represent any country other than that of the Usual Place of Residence and/or nationality of the Insured Party.

#### **TERRITORIAL SCOPE**

Cover shall be provided for the countries included in a flight ticket contracted with Vueling. **In the case of one-way travel, assistance shall solely be provided in the place of the destination of the ticket purchased with VUELING. Those countries which, during travel, are found to be in a state of war, insurrection or armed conflict, whether officially declared or otherwise, are excluded, even where indicated within the geographical scope subscribed. 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 or destinations indicated in the policy, except for the following countries and territories: North Korea, Syria and Crimea. Civil liability cover shall not apply to trips to Iran.**

#### **DISTANCE EXCLUSION**

Assistance shall be valid after covering 35km from the Usual Place of Residence of the Insured Party (15 km on islands).

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

**Following an event which may give rise to the provision of any of the coverage in the contract, immediate notification of the insured loss shall be an essential prerequisite, either by telephone to the number 00442034508051, 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 requested. 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 contractual expenditure may be requested via <https://vueling.eclaims.europ-assistance.com> from which the page "Online claims processing" may be reached in order to create your own reimbursement application and to follow up claims, or in writing to apartado de correos 36046 (28020 Madrid). PRESENTATION OF THE ORIGINAL INVOICES AND JUSTIFICATION STATEMENTS SHALL BE NECESSARY IN ANY EVENT**

## **PERSONAL DATA PROCESSING INFORMATION CLAUSE**

### **WHO IS THE DATA CONTROLLER RESPONSIBLE FOR PROCESSING YOUR DATA?**

Europ Assistance, S.A., Spanish Branch (hereinafter referred to as the "Insurance Company")

Tax code: W-2504100-E

Address: Calle Orense, 4, 28020 Madrid.

Data Protection Officer (DPO): you can contact our DPO by writing to the Address of the Insurance Company, writing to the attention of the "Data Protection Officer", or by e-mailing [delegadoprotdatos@europ-assistance.es](mailto:delegadoprotdatos@europ-assistance.es)

### **TO WHAT END IS YOUR PERSONAL DATA PROCESSED?:**

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

- To fulfil and pursue the contractual relationship established by the policy.
- Policy accounting, tax and administrative management.
- Collection of premiums and presentation of other invoices.
- Fulfilment of direct debit orders on your account.
- Fulfilment of commercial and marketing actions of other products and services of the Insurance Company.
- Preparation of customer satisfaction surveys.
- Preparation, drafting and issue of the insurance documents.

- Performance of risk and claims analyses.
- Performance of the assessments necessary when a claim or event occurs that is covered by the policy stipulated.
- Performance of internal or third party expert appraisals.
- Liquidation of claims or provision of contracted services.
- Fulfilment of any legally or contractually agreed obligation.
- Carrying out of actions intended to prevent, detect or prosecute fraud.
- In the event of failure to make payment, inclusion in solvency files and common files as determined by applicable sector regulations.
- Statistical actuarial collaboration for the preparation of insurance technical studies.

### **WHAT IS THE LAWFUL BASIS FOR PROCESSING?**

- Execution of a contract between the Policy Holder, the insured parties and/or the beneficiaries and the Insurance Company.
- Legitimate interest.
- Legal obligation.

### **WHO WILL RECEIVE YOUR DATA?**

- companies of the Insurance Company Group in the insurance sector.
- The bank of the Insurance Company and the companies of its Group and the bank holding the data to implement the direct debit order in accordance with current legislation.
- The entities acting as mediator or distributor of insurance for the management of insurance policies processed by such entities.
- The providers chosen by the Insurance Company whose intervention is required in order to manage the cover offered by the policy.
- SEPBLAC in order to fulfil the legal requirements.
- The Directorate General of Insurance and Pension Funds in accordance with the legal provisions.
- The Tax Administration competent for the fulfilment of strictly legal and tax purposes.
- The Public Administration in connection with the competences assigned it.
- In the event of insurance cover of death, the General Register of Last Wills and Testaments) managed by the Directorate General of Registries and Notaries, in compliance with applicable legislation.

### **COMMERCIAL COMMUNICATION**

In compliance with the provisions of Article 21.2 of Law 34/2002 of 11 July on information society and e-mail services, please note that the Insurer may send you information and advertising about the products and services it markets that are similar to that contracted by yourself. The data subject may object at any time to the sending of such electronic commercial communication by sending an e-mail with the subject line "BAJA COMUNICACIONES" [DECLINE COMMUNICATIONS]

to the following address: [baja.cliente@europ-assistance.es](mailto:baja.cliente@europ-assistance.es)

#### **PROCESSING OF MEDICAL DATA**

The Insurance Company informs you that in order to manage the claims deriving from the policy and the cover it includes, it needs to process personal data relating to your health, whether obtained through the medical questionnaire or in any other manner in the future, during the term of the contract or which the insurance company may obtain from third parties (whether national or international public or private medical centres and/or other healthcare professionals, tests and procedures or additional medical examinations that may be required by the Insurance Company or other public or private entities).

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

If supplying third party data, the policy contractor must have obtained their prior authorisation to transfer the data to the Insurance Company for the purposes agreed herein.

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

Unless you have consented, we will only keep your data for as long as you remain our client and keep a contract in place with us.

From this moment on, only the minimum data necessary in relation to operations and transactions performed will be kept, duly blocked (i.e. available to the corresponding authorities and for the entity's own defence), to allow us to process any claims that have not expired. In general, the applicable deadlines are 10 years for the Law on the Prevention of Money Laundering, if applicable, and 5 years for processing claims for insurance policies covering personal injury.

Once these deadlines have passed, the data will be definitively erased. If you are not a client and have requested a contract, we will only keep your data for as long as the offer assigned you is valid or, if no deadline has been set, for the legal term.

#### **WHAT RIGHTS DO YOU HAVE?**

By writing to Europ Assistance S.A., Spanish Branch, C/. Orense, 4 28020, Madrid, indicating "Protección de Datos" [Data Protection] in the reference and attaching a photocopy of your identification document, you can exercise the following rights, free of charge, at any time:

- Revoke consent given to process and disclose your personal data.
- Access your personal data.
- Correct any inexact or incomplete data.
- Request the deletion of your data when, amongst other reasons, the data is no longer necessary to the purpose for which it was collected.
- Object to the processing of your data.
- Request your data portability.
- Make a complaint to the Spanish Data Protection Authority by writing to: Calle de Jorge Juan, 6, 28001 Madrid, if you believe that Europ Assistance S.A, Spanish Branch has breached your rights as granted you by data protection legislation.

To do so, the data subject can contact the Data Protection Officer (DPO) by writing to Europ Assistance, S.A., Spanish Branch, C/. Orense, número 4, 28020 Madrid, or by e-mailing [delegadoprotdatos@europ-assistance.es](mailto:delegadoprotdatos@europ-assistance.es)

#### **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

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 of March 11 and Statute 44/2002 of 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

#### **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 Insurer, 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 which 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.) retained by the Insured Party, where the return costs have been met by **EUROP ASSISTANCE**.

#### **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.**

### 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.

### 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 a journey abroad, **EUROP ASSISTANCE** guarantees, during the term of the contract and **up to a limit of 10,000 Euro** for each Insured Party, the expenses listed below:

- Medical fees.
- Medication prescribed by a doctor or surgeon during the first assistance service provided. The coverage herein 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.o.
- Hospitalisation expenses.
- Expenses for local ambulance journeys ordered by a doctor.

**The amounts covered abroad and in the country of the Usual Place of Residence of the Insured Party are not cumulative.**

In the event that **EUROP ASSISTANCE** has not been directly involved and so 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.

**The payment of medical expenses in Spain shall be excluded in those cases in which the Insured Party is a beneficiary of the Spanish 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 expenses shall in all cases be subject to subrogation by EUROP ASSISTANCE of the amounts 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.**

### 2.- Dental expenses.

Pursuant to the cover for "Medical expenses abroad" 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 a limit of 60 Euro.**

### 3.- Medical expenses in the country of the Usual Place of Residence of the Insured Party.

In the event of Sudden Illness or Accident to the Insured Party occurring in an unforeseen manner during a journey in the country of the Usual Place of Residence, **EUROP ASSISTANCE** guarantees, during the term of the contract and **up to a limit of 650 Euro** for each Insured Party, the expenses listed below:

- Medical fees.
- Medication prescribed by a doctor or surgeon during the first assistance service provided. The coverage herein 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.o.
- Hospitalisation expenses.
- Expenses for local ambulance journeys ordered by a doctor.

**The amounts covered abroad and in the country of the Usual Place of Residence of the Insured Party are not cumulative.**

In the event that **EUROP ASSISTANCE** has not been directly involved and so 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..

**The payment of medical expenses in Spain shall be excluded in those cases in which the Insured Party is a beneficiary of the Spanish 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 expenses shall in all cases be subject to subrogation by EUROP ASSISTANCE of the amounts 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.**

### 4.- Medical transfer of the 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 transfer from the place in which the Usual Place of Residence is established, and always provided that this impedes the continuance of the journey, **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 aircraft.

**An air ambulance shall only be made use of within the geographical area of Europe and countries of the Mediterranean fringe. Solely the requirements of the medical instructions shall be considered in choosing the means of transport and the hospital to which 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.**

#### **5.- Curtailment affecting accompanying Insured Parties.**

Where the Insured Party has been transferred due to Sudden Illness or Accident under the provisions of "Medical transfer of sick and injured", or as a result of death, thereby impeding the return of the remaining Insured Parties to their 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).

#### **6.- Transport of mortal remains.**

In the event of the death of the Insured Party, occurring during travel covered herein, **EUROP ASSISTANCE** shall organise and undertake the transport of the mortal remains thereof to the burial place in the country of the Usual Place of Residence of the Insured Party, within the municipal borough thereof, 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.**

#### **7.- Displacement of a person to accompany the Insured Party when hospitalised.**

In the event that, during the journey, 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 country of 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 the journey, must be hospitalised for a period of greater than 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 100 Euro/day, and for a maximum of 10 days.**

#### **9.- Extension of hotel stay due to sudden illness or accident**

Where the nature of the sudden illness or accident impedes the continuation of the journey by the Insured Party and admittance to a clinic or hospital is not necessary, **EUROP ASSISTANCE** shall pay the expense of the extension of the hotel stay prescribed by a doctor **up to a limit of 100 Euro/day for a maximum period of 10 days.**

#### **10.- 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 of the Insured Party in the country of the Usual Place of Residence of the former while the Insured Party is travelling under coverage by the Policy herein, **EUROP ASSISTANCE**, having been notified of the event, shall organise and provide the Insured Party (in a maximum period of seven days from the 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 Spain.

#### **11.- Return of the Insured Party in the event of the hospitalisation of a family member.**

In the event of the hospitalisation an Immediate Family Member of the Insured Party in the country of the Usual Place of Residence of the former, and provided that the situation is expected to last for

a period exceeding 5 days whilst the Insured Party is travelling on a journey covered herein, **EUROP ASSISTANCE**, having been notified of the event, shall organise and provide the Insured Party with a scheduled airline ticket (economy class) or rail ticket (first-class) to the place of hospitalisation.

#### **12.- Interpreter service abroad.**

**EUROP ASSISTANCE** shall provide the Insured Party with a telephone translation service in the main languages (English, French and German) and facilitate contact with interpreters.

#### **13.- 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 a guarantee covered herein.

#### **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 provisions 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, and other than where expressly included in the coverage, the damage, situations, expenditure and consequences derived from the following shall be excluded:

1. Pre-existing or chronic illnesses, injuries or conditions suffered by the Insured Party prior to the commencement of the journey as well as those which reveal themselves during the journey 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, and those cases in which the goal of the journey is medical treatment or surgical intervention, alternative and complementary medical treatments (homeopathy, etc.), the expenditure derived from physiotherapy and/or rehabilitation as well as related items. Likewise, abortion, births and the diagnosis, follow-up and treatment of pregnancy are 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 water-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 become involved and be responsible for 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.

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

1. The medical transfer of the sick or injured when 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).



The party signing below acknowledges that it has, on this same date, received all the information required by the Regulation implementing the Law governing the Management, Supervision and Solvency of Insurers and Reinsurers, in writing and before signing the Contract.

Read and agreed by the Policy Holder, who expressly accepts the clauses setting out limitations and exclusions contained in the General, Specific and Special Conditions of this policy.

Europ Assistance S.A.  
Spanish Branch

The Contractor

Europ Assistance, S.A.  
Spanish Branch