



General Conditions

Schengen

Contract 19P

#### INSURED PARTY

Private individual with usual place of residence outside of the Schengen Area (countries adhering to the Schengen Agreement at the time of the subscription of the insurance), who optionally subscribes to 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 is understood to be that which is stated in the policy and from which the temporary transfer to the Schengen Area originated.

#### SERIOUS ILLNESS

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

#### 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

The individual person or legal entity which, together with the Insurer, signs the policy 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 performed on the part of the Insured Party away from the Usual Place of Residence thereof, as of departure from the residence up to return, the stays at said Usual Place of Residence during the cover period not being considered as travel.

### 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 cease to be effective once travel is terminated and the Insured Party returns to the Usual Place of Residence thereof.

### 3. TERRITORIAL SCOPE

Coverage under the policy herein shall be valid in the Schengen Area, except within the area of the established distance exclusion and/or according to the definition of the benefit or service itself.  
Schengen Area: Countries adhering to the Schengen Agreement at the time of the subscription of the insurance.

#### 4. PROCEDURES IN THE EVENT OF INSURED LOSS

Following an event which may give rise to the provision of any of the coverage herein, immediate notification of the loss shall be an essential prerequisite, either by telephone to the number 902.117.543, from abroad to 34.91.514.99.60, to fax no. 91.514.99.50 or by other means which provides proof of the notification of said loss. In general terms, those provisions 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 insured loss and the type of assistance requested.

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

THE REIMBURSEMENT OF ANY EXPENDITURE MAY BE REQUESTED VIA WWW.EUROP-ASSISTANCE.ES, 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 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 which the Insured Party had paid 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.

#### 5. 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 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

#### 6. 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.

#### 7. 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.

#### 8. 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.

## 9. 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.

In the event of Sudden Illness or Accident to the Insured Party occurring in an unforeseen manner during travel, EUROP ASSISTANCE guarantees, during the term of the Contract and up to a limit of 30,000 Euro per insured term 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.

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 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.

### Dental Expenses.

In accordance with cover for "Medical expenses" and within the limit specified therein, dental expenses considered an emergency shall be covered, excluding endodontic work, cosmetic reconstructions of previous work, dentures, veneers and implants, up to a limit of 100 Euro.

### 2.- 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 located in the country stated in the policy), 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 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 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.

For the purposes of repatriation, the Place of Residence shall be considered as that indicated in the subscription of the policy.

### 3.- Transport of mortal remains.

In the event of the death of the Insured Party occurring during a relocation covered by the Policy, EUROP ASSISTANCE shall organise and meet the cost of the transport of the mortal remains thereof to the burial place within the district of the Usual Place of Residence located in the country stated in the policy, as well as meet the costs of embalming, the statutory minimum 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.

For the purposes herein, the Place of Residence shall be considered as that stated in the subscription of the policy.

### EXCLUSIONS

The coverage described herein shall cease at the moment in which the Insured Party returns to the usual place of residence or is repatriated by EUROP ASSISTANCE to the place of residence thereof or hospital nearby. 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. With regard to repatriation, the place of residence indicated in the insurance policy document shall be considered as the usual place of residence. 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 travel which reveal themselves during travel itself, other than where the illness, injury or condition has previously been treated (during the same annual policy term) by EUROP ASSISTANCE.
2. Voluntary refusal, delay or anticipation of the medical transfer proposed by EUROP ASSISTANCE and agreed with the medical service thereof.

Mental illness, preventative medical checkups, heat treatment, cosmetic surgery, Acquired Immunodeficiency Syndrome and those cases in which the goal 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.

3. Participation on the part of the Insured Party in wagers, challenges or disputes.
4. The consequences derived from the performance of winter sports.
5. 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 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.

6. Suicide, attempted suicide or self-harm on the part of the Insured Party.
7. Mountain, cave, sea or desert rescue.
8. Illnesses and accidents derived from the consumption of alcoholic beverages, narcotics, drugs or medicines, other than those which have been prescribed by a doctor.
9. Fraudulent activity on the part of the Policyholder, Insured Party or assignee thereof.
10. 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.
11. 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.

12. 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.