

# GENERAL CONDITIONS OF THE TRAVEL ASSISTANCE CONTRACT ENTERED INTO BETWEEN WORLD STUDENTS 4 ALL, S.L. AND EUROP ASSISTANCE ESPAÑA, S.A. DE SEGUROS Y REASEGUROS

#### **OPTIONAL PLUS INSURANCE**

#### **INSURER**

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

#### **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**

Private individual travelling under the scheduling of WORLD STUDENTS 4 ALL, who subscribes the insurance herein as an option and who is notified to EUROP ASSISTANCE.

## **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 beyond the control of the Insured Party.

#### **SUDDEN ILLNESS**

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

#### **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, impedes the continuation thereof on the anticipated date or carries with it the risk of death.

# **DURATION OF THE JOURNEY**

The coverage shall be provided in accordance with the premium paid by each Insured Party, the possibility existing of choosing various duration spans:

Up to 3 months, up to 4 months, up to 5 months, up to 6 months and up to 7 months.

#### **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 territorial scope covered and within the limits indicated herein. Coverage under the contract shall cease to be effective once the journey is terminated and the Insured Party returns to the Usual Place of Residence thereof.

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

The usual place of residence of the Insured Party is understood to be that which is stated in the purchase of the journey and from where the relocations covered under the contract 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**

Coverage under the contract herein shall be valid in the territorial area corresponding to the premium paid, other than within the area of the established distance exclusion and/or according to the definition of the benefit or service itself.

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



#### 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: Policy number, 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 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.

In the event of Cancellation of the journey, the Insured Party must previously notify the provider thereof to this effect in order to perform the cancellation.

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

# <u>Procedures to be undertaken by the Insured Party in the event of a complaint</u>

**EUROP ASSISTANCE** makes a Complaints Service system available to Insured Parties, the Regulations of which may be consulted at the website www.europassistance.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 the Contract herein are covered in part or wholly by another Insurance Company, Social Security or any other institution or person, EUROP ASSISTANCE shall be subrogated into the rights and proceedings of the Insured Party against the said company or institution. To this effect, the Insured Party undertakes to actively collaborate with EUROP ASSISTANCE, providing any help or furnishing whatever documentation 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.) unused thereby 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 herein.

#### **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 15,000 Euro** per period contracted and for each Insured Party, the expenses listed below:

- Medical fees.
- Medication prescribed by a doctor or surgeon during the first medical 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 expenses arising shall in all cases be subject to subrogation to EUROP ASSISTANCE of the receipts to which the Insured Party is entitled, by virtue of Social Security benefits or any other private insurance system to which the Insured Party may be affiliated.

#### 2.- 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 thereof is established, and always provided that this impedes the continuation of the journey, **EUROP ASSISTANCE**, as soon as it is advised, shall organise the necessary contacts between the medical services thereof and the doctors who attend 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 thereof, **EUROP ASSISTANCE** shall undertake the said transfer according to the seriousness of the condition, by means of:

- Air ambulance.
- First-class rail.

- Helicopter ambulance.
- Ambulance.
- Scheduled airline.

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

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.

Should the Insured Party refuse to be transferred at the time and under the conditions determined by the medical service of EUROP ASSISTANCE, all cover and expenses pertinent to that decision shall be suspended.

For the purposes of repatriation, the Usual Place of Residence of the Insured Party 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 travel covered under the contract herein, **EUROP ASSISTANCE** shall organise and undertake the transport of the mortal remains to the burial place in the country of residence, within the municipal borough of the usual place of residence, as well as meet the costs of embalming, the minimum statutory coffin and administrative procedures. **Under no circumstances shall this cover be extended to funeral ceremonies and burial.** 

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

To this effect, the place of residence of the Insured Party shall be considered as that which is indicated in the subscription of the insurance.

# 4.- Relocation 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.

# 5.- 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 exceeding five days and is not accompanied by an Immediate Family member, EUROP ASSISTANCE, shall pay, by way of lodging expenses, the hotel accommodation, following presentation of the corresponding original invoices up to a limit of 60 Euro/day, and for a maximum of 10 days.



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

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

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

In the event of hospitalisation of an Immediate Family member of the Insured Party in the country of the Usual Place of Residence of the Insured Party due to accident or serious illness for a period exceeding 5 days 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 with a scheduled airline ticket (economy class) or rail ticket (first class) to the place of hospitalisation.

#### 8.- Luggage search.

In the event that the Insured Party suffers a delay or loss of luggage, **EUROP ASSISTANCE** shall assist in the search, advising on the steps to present the corresponding formal complaint. In the event that the luggage is found, **EUROP ASSISTANCE** shall deliver it to the usual place of residence of the Insured Party in the country of residence thereof, provided that the presence of the owner is not required for the recovery.

# 9.- Loss, damage and theft of luggage.

In the event that, during the journey, the luggage which has been checked in becomes permanently lost or suffers severe damage, be this due to reasons attributable to the transporting Company or to theft, **EUROP ASSISTANCE** guarantees the payment of indemnity of **up to 100 Euro per item and a maximum of 1,000 Euro**.

In order for the indemnity to be applicable, the loss or damage caused must be proven by means of the original justification statement provided by the Transporting Company.

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

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

The integral parts or accessories of an item shall not be indemnified independently.

Petty theft, simple loss, money, jewellery, electronic and digital equipment, documents, and the theft of luggage or personal items kept in

vehicles or tents shall be excluded, as shall any type of luggage which has not been checked-in.

#### 10.- Luggage delays.

In the event that the delay in the delivery of checked-in luggage caused by the transporting company is greater than 12 hours or one night, the expenditure arising from the purchase of necessary personal items in the place where the delay occurs shall be reimbursed (following submission of the corresponding original invoices, the original boarding card and the written justification of the delay issued by the airline), up to a limit of 200 Euro. This indemnity shall be deductible from that corresponding to the cover in "Loss, damage and theft of luggage" should permanent loss be established.

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

## 11.- Expenses for prior cancellation of journey

**EUROP ASSISTANCE** shall, up to a limit of 1,500 **Euro**, reimburse the costs of the cancellation of the journey which are invoiced to the Insured Party pursuant to the general sales conditions of the provider. The journey must be cancelled prior to the commencement thereof and the said cancellation notified to the provider of the journey.

The provision herein shall be valid as of the date of the contract for the journey and shall finalise at the moment at which the journey should commence. Cover shall be valid solely following a period of at least 72 hours between the subscription of the policy and the occurrence of an operative event leading to cancellation of the journey.

The causes of cancellation leading to application of the provision herein must necessarily impede the performance of the journey on the dates contracted and must occur subsequent to the subscription of the insurance:

- Death of the Insured Party
- Physical accident or serious illness which, on the date of commencement of the journey of the Insured Party, necessitates hospitalisation for at least one night and impedes the commencement of the journey on the envisaged date on medical grounds.
- Hospitalisation or death of an immediate family member.
- Serious damage caused by fire, explosion, theft or natural forces at the main or secondary place of residence or professional premises where the Insured Party undertakes professional practice or manages a company and the presence thereof is absolutely essential.
- Non-disciplinary employment dismissal of the Insured Party or forced transfer thereof requiring change of address.



- Commencement of employment in a new company in which the Insured Party had not been engaged during the previous six months.
- Summons to appear as a witness, in a tribunal or as a jury member.

In order to claim indemnity against the provision herein, the Insured Party must present the following documents:

- 1. Copy of the statement justifying the occurrence of the insured loss (medical report or death certificate, fire service report, report to police authorities, insurance company report...). This document must necessarily indicate the date of occurrence (hospitalisation, death, insured loss).
- 2. Copy or photocopy of the invoice for the payment of the journey to the provider, in addition to a copy of the travel voucher issued by the said provider.
- 3. Invoice and/or receipts of the payment of the cancellation costs.

The costs of cancelling the journey must necessarily be justified by the aforementioned required documentation.

# 12.- Loss, damage and theft of luggage not checked in.

**EUROP ASSISTANCE** shall supplement the indemnity received by the Insured Party from the transport company up to a limit of 50 Euro per item and a maximum of 500 Euro.

In order for the indemnity to be applicable, the loss or damage caused must be proven by the justification statement provided by the Transporting Company.

In the event of the theft of luggage, it shall be essential to present the corresponding formal report made to the competent authorities and the claim to the Public Establishment if the theft took place in such.

In any event, a detailed list and valuation of the items stolen, lost or damaged shall be necessary.

The integral parts or accessories of an item shall not be indemnified independently. Petty theft, simple misplacement, money, jewellery, documents, and the theft of luggage or personal items kept in vehicles or tents are excluded.

### **EXCLUSIONS**

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

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

- 1. Pre-existing or chronic illnesses, injuries or conditions suffered by the Insured Party prior to the commencement of the journey 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, Acquired Immunodeficiency Syndrome 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.

Abortion, births and the diagnosis, followup and treatment of pregnancy are likewise excluded other than for urgent medical care and always prior to the six month thereof

- 4. Participation on the part of the Insured Party in wagers, challenges or disputes.
- 5. The consequences derived from the performance of winter sports.
- 6. Participation in competitive sport or motorsports (races or rallies), as well as the performance of the dangerous activities listed below:
  - Boxing, weightlifting, wrestling (of any nature), 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.
- 7. Suicide, attempted suicide or self-harm on the part of the Insured Party.
- 8. Mountain, cave, sea or desert rescue.
- 9. Illnesses and accidents derived from the consumption of alcoholic beverages, narcotics, drugs or medicines, other than those which have been prescribed by a doctor.
- 10. Fraudulent activity on the part of the Policyholder, Insured Party or assignee thereof.



- 11. Epidemics and/or infectious diseases which appear suddenly and spread rapidly through the population, as well as those caused by pollution and/or contamination of the atmosphere.
- 12. Wars, demonstrations, insurrections, acts of terrorism, sabotage, and strikes, whether officially declared or not. The transmutation of the atomic nucleus, as well as radiation caused by the artificial acceleration of atomic particles. Telluric movements, flooding, volcanic eruptions and, in general, those elements which are caused by the release of the forces of nature. Whatever other phenomena of a catastrophic or extraordinary nature which, as a result of size and seriousness, are classified as catastrophic or disastrous.
- 13. Petty theft, simple loss, money, jewellery, documents, and the theft of luggage or personal items kept in vehicles or tents shall be excluded, as shall any type of luggage which has not been checked-in.
- 14. Overbooking.
- 15. Any cause which leads to the cancellation or annulment of the travel purchased and which is not specifically detailed as cover in the corresponding article shall be expressly excluded.

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.