



Travel Assistance Contract Insurance for pilgrims General Terms and Conditions

www.europ-assistance.es

Insurance for pilgrims

Travel Assistance Contract. General Terms and Conditions

In order to be entitled to any of the guarantees which are the purpose of this policy, the Insured Party must contact **EUROP ASSISTANCE** by calling the telephone number 902 158 585 from Spain or +34 915 149 900 from abroad or by sending a fax to 915 149 950 hours per day, 365 days a year.

In the event of loss, contact EUROP ASSISTANCE:

- **By Telephone:**
From Spain, call 902 181 407
From abroad, call +34 91 514 36 26
- **By fax:** 915 149 950
- **By mail:** Orense 4, Planta 12. 28020 Madrid, Spain

Whenever you contact us, please provide:

- Your policy number
- Current location and telephone number
- Your name and surname
- Description of the problem

THE DURATION OF THE INSURANCE, THE TERRITORIAL LIMITS FOR COVER, AS WELL AS THE PRODUCT CHOSEN, GUARANTEES AND EXCLUSIONS THEREOF, SHALL BE THOSE WHICH APPEAR OR ARE REFERRED TO IN THE SPECIFIC TERMS AND CONDITIONS OF THE POLICY SUBSCRIBED.

If you wish for further information, contact us by calling **902 197 791** or by visiting our website: **www.europ-assistance.es**

EUROP ASSISTANCE ESPAÑA, S.A. DE SEGUROS Y REASEGUROS

Orense, 4. Planta 12. 28020 Madrid. Registro Mercantil de Madrid, hoja 35.694, Folio 80, Tomo 4.526. NIF A-28461994

General Terms and Conditions

1. TRAVEL ASSISTANCE CONTRACT

The Insurance Contract herein is governed by the legislation in force and by those items which are agreed to in the General Terms and Conditions herein, in addition to the Specific Terms and Conditions of the Policy which constitute an indivisible whole and are the basis for the insurance, covering solely those risks specified therein.

2. CONTRACT TYPES AND COVER

Travel Assistance Insurance may be subscribed with one of the following policy types:

Temporary Cover

Types "Caminante"	1. Peregrino caminante básico (Pilgrims basic walker)
	2. Peregrino caminante ampliado (Pilgrims extended walker)
	3. Peregrino caminante plus (Pilgrims plus walker)
Types "Ciclista"	4. Peregrino ciclista básico (Pilgrims basic cyclist)
	5. Peregrino ciclista ampliado (Pilgrims extended cyclist)
	6. Peregrino ciclista plus (Pilgrims plus cyclist)

The policy type chosen shall be indicated in the Specific Terms and Conditions of the Insurance together with the list of Insured Parties and the cover period.

3. PURPOSE OF THE CONTRACT

To insure against the consequences of those risks for which cover is specified in the Policy and which occur by virtue of a chance event during the course of a journey away from the usual place of residence, within the territorial limits, policy type and period covered, and within the limits indicated herein, in addition to the provision of those services defined in the specific terms and conditions. The guarantees of the contract shall cease to have effect once the journey is terminated and upon the return of the Insured Parties covered hereby to the Usual Place of Residence thereof.

4. COMMON DEFINITIONS

INSURER

EUROP ASSISTANCE ESPAÑA, S.A. DE SEGUROS Y REASEGUROS, which assumes the risk defined in the policy.

POLICYHOLDER

The physical person or legal entity which, together with the Insurer, signs this contract and to whom the corresponding duties derived in contract apply, excepting those which, due to their nature, must be fulfilled by the Insured Party.

INSURED PARTY

The private individual indicated in the Specific Terms and Conditions, who is the titleholder of the insured interest and assumes the duties derived from the contract.

IMMEDIATE FAMILY MEMBER

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

POLICY

The contractual document which contains the Regulatory Terms and Conditions of the Insurance. The General Terms and Conditions and Individual and Specific Terms and Conditions individualising the risk, and any supplements and appendices which are issued to complete or modify the policy, all represent integral parts thereof.

PREMIUM

The price of the insurance. The receipt shall additionally contain the legally applicable surcharges and taxes.

LOSS

Any sudden, accidental, unforeseen event which is unintentioned by the Insured Party and whose detriment is covered by the guarantees herein. The collective detriment derived from a single cause shall be considered as a single, unique loss.

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. With regard to vehicles, an accident is considered to be a violent, sudden, external and unintentional event which causes damage to the vehicle which is the purpose of the cover.

SERIOUS ACCIDENT

Any injury to the body derived from a cause which is violent, sudden, external and unintentioned by the victim, the consequences of which preclude a normal journey to the usual place of residence thereof.

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.

SERIOUS ILLNESS

Any unexpected alteration in the state of health of an individual which requires hospitalisation and precludes 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.

BREAKDOWN

Is the damage which occurs to or affects the Insured Vehicle by virtue of normal, accidental causes, which are therefore unavoidable and unforeseen, precluding the movement and causing the immobilisation thereof.

LUGGAGE

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

SPORTS EQUIPMENT

Sports equipment and items which have been duly checked in and are intended for the practice of cycling or trekking.

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.

USUAL PLACE OF RESIDENCE

The usual place of residence of the Insured Party is understood to be that which is stated in the policy and from where the journeys covered under the Contract herein are undertaken.

ABROAD

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

COVER LIMITS

The sums which are shown as a limit for each of the guarantees of this contract are understood to be maximum cumulative values during the term which is indicated in the Specific Terms and Conditions, except where expressly indicated otherwise.

With regard to group policies, the amount insured shall be applicable for each of the Insured Parties.

5. SURCHARGES ON THE PREMIUM

Persons over the age of 75 years shall be subject to an increase in the premium of 100% for all policy types.

6. ENTRY INTO FORCE AND INSURANCE TERM

The insurance contract shall enter into force on the date indicated in the Specific Terms and Conditions **as the date of commencement of travel, provided that the policy has been duly signed/accepted and the premium paid. This date may not be subsequent to the commencement of travel.**

The policy may be cancelled prior to the entry into force thereof.

Under no circumstance shall the premium be repaid once the Insured term has commenced. The term shall be that specified in the Specific Terms and Conditions.

7. GEOGRAPHICAL SCOPE: COUNTRIES COVERED

Worldwide

Coverage by this policy shall be valid in the geographical areas specified in the Specific Terms and Conditions, except within the area of the established distance exclusion and/or according to the definition of the benefit or service itself.

Those countries which, other than where expressly indicated to the contrary, are found during travel to be in a state of war, insurrection or armed conflict, whether officially declared or not, are excluded 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.

8. PAYMENT OF PREMIUM

The Policyholder is obliged to pay the premium at the moment in which the contract is entered into. In any event, **EUROP ASSISTANCE** shall remain free of any liability where the premium has not been paid prior to the occurrence of an insured loss.

9. PROCEDURES IN THE EVENT OF INSURED LOSS

An event which may give rise to the provision of any of the guarantees covered under the contract having occurred, an essential requirement shall be the immediate notification of the loss, by telephone to the number indicated in the Specific Terms and Conditions, or by other means which provide proof of the notification of said loss, those benefits not previously notified to EUROPE ASSISTANCE and those for which the corresponding authorisation has not been received being, in general terms, expressly excluded.

Should this notification be prevented by force majeure, immediate steps must be taken to end the circumstance impeding notification.

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 accident and the type of assistance requested.

Having received notification, EUROPE ASSISTANCE shall give the necessary instructions in order to provide the service requested. Should the Insured Party act contrary to the instructions given by EUROPE ASSISTANCE, **the costs incurred thereby shall be borne by the Insured Party.**

THE REIMBURSEMENT OF ANY EXPENDITURE MAY BE REQUESTED VIA WWW.EUROPE-ASSISTANCE.ES, FROM WHICH THE PAGE "ONLINE REIMBURSEMENT" 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 REQUIRED IN ALL CASES.

10. PROCEDURES TO BE UNDERTAKEN BY THE INSURED PARTY IN THE EVENT OF A COMPLAINT

EUROPE ASSISTANCE makes a Complaints Service system available to Insured Parties, the Regulations of which may be consulted at the website www.europ-assistance.es. Policyholders, insured parties, beneficiaries, aggrieved third parties or assignees of any of the aforementioned may present complaints in the section "Customer Protection" of the website or in writing to the Complaints Service:

Address: Servicio de Reclamaciones
C/ 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, the complainant 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
www.dgsfp.mineco.es/DGSFP/Comisionado/

11. NOTIFICATION OF THE INFORMATION IN THE CONTRACT

The Policyholder undertakes to communicate any change in the information which appears in the contract to EUROPE ASSISTANCE, in writing and within a period of 24 hours. In the event of failure to comply with this obligation, EUROPE ASSISTANCE reserves the right to suspend coverage.

12. SUBROGATION

EUROPE 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, EUROPE 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 EUROPE ASSISTANCE, providing any help or furnishing whatever documentation which may be considered necessary.

In any event, EUROPE ASSISTANCE shall have the right to use or request from the Insured the handover of the transport ticket (train ticket, flight ticket, etc.) retained by the Insured, when the return costs have been met by EUROPE ASSISTANCE.

13. LIABILITY

An insured loss having arisen, EUROPE ASSISTANCE shall not accept any liability whatsoever regarding the decisions and conduct adopted by the Insured Party contrary to its instructions or those of the Medical Service thereof.

14. LEGISLATION AND GOVERNING LAW

For the purposes of the Contract herein, the Insured Party and EUROPE 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.

Policy Types Pilgrims Caminante Básico / Ampliado / Plus

ASSISTANCE INSURANCE

1. Extension of hotel stay due to illness or accident.

Where the nature of the sudden illness or accident precludes 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 60 euros/day** for a maximum of 10 days.

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 is established, and always provided that it precludes 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 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 only be made use of within the geographical area of Europe and 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 in Spain shall be considered as that indicated in the subscription of the policy.

3. 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, and this fact impedes the return of the remaining Insured Parties to the place of residence thereof by the means initially envisaged, **EUROP ASSISTANCE** shall meet the expense corresponding to the transport of the latter to the usual place of residence or the location where the Insured Party is hospitalised, through the provision of an airline ticket (economy class) or rail ticket (first class).

4. Return of a companion and reincorporation into travel plan.

In the event of “Medical transfer of the sick and injured”, or death of an Insured Party, another Insured Party, included under the same contract or another subscribed directly with **EUROP ASSISTANCE** may, at the request thereof, be transferred free of charge to the place of hospitalisation or burial.

EUROP ASSISTANCE shall provide the companion with a return ticket by rail (first class) or scheduled airline (economy class), for the reincorporation thereof into the originally anticipated travel plan, provided that the contract remains in force and that the maximum period between the two transfers is no greater than seven days.

5. Displacement of a person to accompany the Insured Party in the event of hospitalisation.

Where the Insured Party must be hospitalised during the journey for a period exceeding five days and is not accompanied by an Immediate Family member, **EUROP ASSISTANCE** shall make a return scheduled airline ticket (economy class) or rail ticket (first-class) from the country indicated in the insurance policy of the Insured Party.

6. 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 a Direct 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 Euros/day**, and for a maximum of 10 days.

7. Transfer to Santiago de Compostela in the event of sudden illness or accident.

In the event of a sudden illness or accident occurring to the Insured Party on a journey covered by the Policy herein, **EUROP ASSISTANCE**, as soon as it is advised, shall organise and assume the necessary expense for the transfer of the Insured Party and luggage thereof to Santiago de Compostela provided that the said transfer has been authorised by the medical service of **EUROP ASSISTANCE**.

In the event that the Insured Party is travelling within a group, **EUROP ASSISTANCE** shall assume the cost of the transfer of one companion.

For policy types *Peregrino ciclista* this provision shall also include the transfer of the bicycles of the Insured Party and companion thereof.

8. Dispatch of medicines.

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

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

Cases where the manufacture of the medication has been terminated or the medication is unavailable in European distribution channels are excluded.

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

In the event of the death in the country of the usual place of residence of an Immediate Family Member of the Insured Party while the Insured Party is travelling under 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) to attend the burial in the country of the usual place of residence.

10. Return due to the hospitalization of a family member.

In the event of hospitalisation due to accident or serious illness in the country of the usual place of residence for a period of more than 5 days of a Direct Family member of the Insured Party 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 train ticket (first-class) to the place of hospitalisation.

11. Curtailment affecting the Insured Party in the event of serious insured loss at the Usual Place of Residence.

In the event that the Insured Party must interrupt a journey due to the occurrence of a serious insured loss at the Usual Place of Residence (fire, burglary, flood), **EUROP ASSISTANCE** shall make available to the Insured Party a return scheduled airline ticket (economy class) or rail ticket (first-class) to the place of residence.

12. Repatriation of mortal remains.

In the event of the death of the Insured Party, occurring during a journey covered under the Policy, **EUROP ASSISTANCE** shall organise and meet the cost of the transport of the mortal remains thereof to the burial place within the municipal district of the usual place of residence in the country of origin indicated in the insurance policy, as well as meet the costs of embalming, the statutory minimum coffin and administrative procedures. **Under no circumstances shall this coverage be extended to funeral ceremonies and burial.**

13. Party to accompany minors and people with disabilities.

In the event that the Insured Parties, travelling with Insured Parties who are disabled or less than 14 years of age, find it impossible to take charge of the latter due to Sudden Illness or Accident covered by the Policy herein, **EUROP ASSISTANCE** shall organise and take charge of the return journey of a person resident in the country of origin indicated in the insurance policy designated by the Insured Party or family thereof, or of an attendant of **EUROP ASSISTANCE**, in order to accompany the minors or disabled persons on their return to the usual place of residence within the shortest time period possible.

14. Interpreting service.

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

15. Dispatch of essential personal documents and items.

EUROP ASSISTANCE shall organise and undertake the cost of the dispatch of items essential for the journey and forgotten at the place of residence prior to the commencement thereof (contact lenses, dentures, spectacles, credit cards, driving licence, ID card and passport). This provision similarly extends to the dispatch of the same items to the usual place of residence where they have been forgotten during the journey or recovered following theft which takes place during the journey.

EUROP ASSISTANCE shall solely undertake the organisation of the dispatch, as well as the cost thereof, up to a maximum weight of 10 kilograms and a limit of 150 Euros.

16. Cancellation of cards due to loss, theft or petty theft.

Has the purpose of notifying third-party institutions in Spain of the robbery, theft or loss of bank and non-bank cards, for the consequent cancellation thereof, at the behest of the Insured Party and in the shortest period of time possible.

The Insured Party must personally provide the following details: ID card no., type of card and issuing institution.

In all cases, the presentation of the corresponding formal complaint made to the corresponding authorities shall be required.

17. Loss or theft of passport during journey abroad.

The corresponding expenses incurred in the duly justified procedures and procurement which the Insured Party must undertake to replace a passport lost or stolen during the journey or stay abroad are covered.

The damages occasioned by the loss or theft of a passport or the unlawful use thereof by a third party are not the subject of this cover and, consequently, shall not be indemnified.

18. Search and rescue of the Insured.

In the event that the Insured gets lost or strays while following any of the routes on The Way of St. James (Camino de Santiago in Spanish), **EUROP ASSISTANCE** will pay the amounts claimed from it as a result of the search carried out by the organisations to whom this function has been officially assigned, **up to a limit of € 15,000. Expressly excluded are any incidents taking place at an altitude of over 2,000 metres.**

19. Transmission of urgent messages (pertaining to the cover).

EUROP ASSISTANCE by means of a 24 hour service, shall accept and transmit urgent messages from the 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.

20. Information Service.

EUROP ASSISTANCE shall make a free, 24hr service available every day of the year to all Insured Parties to provide all types of information: tourist, administrative procedures, medical, travel conditions, means of transport, accommodation, restaurants, etc.

21. Data recovery service.

During the journey which is the purpose of the insurance contract herein, **EUROP ASSISTANCE** shall provide the Insured Party with a service for the recovery of data contained on internal information storage media used in digital data processing equipment owned by the Insured Party and which suffer damage accidentally provoking the loss or corruption of the information contained therein.

Solely the following equipment shall be covered:

- ▶ Digital camera
- ▶ Digital video camera

The guarantee relating to data recovery shall be valid where the loss has been caused by failures in software, accidents, fire, damage through theft, human error, mechanical failure or natural disasters and always provided that the loss occurs during a journey undertaken by the Insured Party.

In the event of insured loss, the Insured Party must notify **EUROP ASSISTANCE** by means of a call to the telephone number indicated in the Specific Terms and Conditions, where instructions shall be given for the dismantling, packaging and dispatch of the media.

This notification must be provided during the insured travel or within the seven days following the completion thereof. In the event of failure to notify the insured loss within the aforementioned timescale, the Insured Party must irrefutably demonstrate the occurrence thereof during a journey insured herein.

Possession of the damaged media shall be required and, consequently, **EUROP ASSISTANCE** shall facilitate the transport thereof from the usual place of residence of the Insured Party in the country of origin indicated in the insurance policy to a laboratory in in which the data recovery may be undertaken. **EUROP ASSISTANCE** shall carry out diagnostic tests on the damaged equipment and undertake data recovery where possible, subsequently transporting the media with the recovered information from the laboratory to the usual place of residence of the Insured Party in the country of origin indicated in the insurance policy.

In the event that the damaged media is no longer available or is unusable, the provision of a new hard drive or DVD is covered.

The provision of this data recovery service shall be limited to one insured loss per Insured Party/insured term and one device per Insured Party/insured term, up to a financial limit of 1,200 Euros.

MEDICAL EXPENSES

1. Medical expenses.

In the event of Sudden Illness or Accident to the Insured Party occurring in an unforeseen manner during a journey, **EUROP ASSISTANCE** guarantees, during the term of the contract and up to a limit of 3,000 Euros for the policy type 'básico', 10,000 Euros for the policy type 'ampliado' and 30,000 Euros for the policy type 'plus', per period subscribed and for each Insured Party, the expenses listed below:

- Medical fees.
- Medicines prescribed by a doctor or surgeon.
- Hospitalisation expenses.
- Expenses for local ambulances ordered by a doctor.

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 expenses shall in all cases be subject to subrogation by EUROP ASSISTANCE of the receipts to which the Insured Party is entitled, as a result of Social Security benefits or any other private insurance system to which the insured party may be affiliated.

2. Dental Expenses.

In accordance with the 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 120 euros.**

LEGAL ASSISTANCE IN SPAIN

The following cover shall not constitute legal defence insurance, is limited to events occurring in Spain and is subject to Spanish legislation, the services being provided by the professional network of EUROP ASSISTANCE (lawyers, barristers, expert witnesses, etc).

1. Advance of the amount for a bail bond.

In the event that the Insured Party is incarcerated or prosecuted as a result of an infraction or offence which is the purpose of the insurance herein, **EUROP ASSISTANCE** shall grant an advance payment equivalent to the value of the bail bond demanded by the corresponding authorities, **up to a maximum of 3,000 euros.** **EUROP ASSISTANCE reserves the right to request guarantees from the Insured Party to secure the repayment of the advance.**

In any event, the quantities advanced must be repaid to EUROP ASSISTANCE within a maximum period of 30 days.

2. Payment of legal assistance expenses.

Pursuant to the coverage for “Advance of the amount for legally required bail bonds abroad”, **EUROP ASSISTANCE** shall provide funds, **up to a maximum of 3000 euros**, for the payment of lawyer and attorney fees arising as a consequence of legal assistance required following administrative or judicial proceedings related to the purpose of the insurance herein.

3. Legal counselling by telephone.

EUROP ASSISTANCE shall respond to any queries of a legal nature raised by the client which refer to the purpose of the contract herein and are circumscribed by Spanish legislation.

The time period for legal consultations shall be 9 AM to 7 PM, Monday to Friday (except public holidays). A maximum response time of 24 hours shall exist (except in the event of national public holidays and weekends) and the answer shall always be given by telephone.

This service shall be provided verbally and by telephone and shall not consist of the drafting of written reports.

4. Claims for damages and losses.

EUROP ASSISTANCE shall manage amicable or judicial claims to an identifiable third-party, for the damages and losses caused to the Insured Party **up to a maximum of 3000 Euros per insured loss and insured term.**

This limit shall include the costs and expenses of any expert witnesses required in order to evaluate the damage and/or loss.

No guarantee whatsoever is made regarding the outcome of the foregoing procedures.

This service shall be provided from 9am to 7pm Monday to Friday, excluding public holidays.

TRAVEL DELAY

1. Travel delays.

Reimbursement is guaranteed for real and necessary expenditure made where the delay occurs, caused by delays in scheduled public transport of greater than 6 hours in the commencement of the journey, following presentation of the corresponding original invoices and written justification of the delay issued by the transporting company **up to 50 Euros for every 6 hours of delay and a maximum limit of 150 Euros.**

Compensation for delays occurring to non-scheduled flights is excluded.

2. Loss of means of transport due to accident “en route”.

EUROP ASSISTANCE guarantees reimbursement of the real and necessary expenditure undertaken in the place where the loss of the means of transport occurs **up to a maximum limit of 150 Euros**, where said loss is produced as a consequence of an accident to a public or private means of transport by which the Insured Party is travelling to the place of departure of the collective means of transport contracted (airport, port, railway station, coach station).

3. Missed Connecting Flights.

Where a missed flight connection causes a delay of more than 6 hours due to reasons beyond the control of the Insured Party and attributable to the airline companies, having presented the original justification statement produced by the transporting company, the real

and necessary expenditure undertaken in the place where the connection was lost shall be reimbursed following the presentation of the original corresponding invoices, **up to a limit of 50 Euros for every 6 hours of delay and a maximum total limit of 150 Euros.**

Compensation for delays occurring to non-scheduled flights is excluded.

4. Travel delays due to flight overbooking.

In the event that, as a consequence of the airline booking a greater number of seats than in reality exist ("overbooking"), a delay of greater than 6 hours in the flight departure occurs, **EUROP ASSISTANCE**, in order to meet the cost of basic needs, shall, on presentation of the corresponding original invoices, reimburse an amount **up to 50 euros for every 6 hours delay and a maximum total limit of 150 euros.**

Compensation for delays occurring to non-scheduled flights is excluded.

The indemnity shall never exceed the price of the ticket for the corresponding journey.

5. Alternative transport due to loss of connections.

In the event that the public means of transport contracted is delayed or cancelled due to a technical fault, strike or company conflict, meteorological conditions, natural disaster, extraordinary natural phenomenon, forceful intervention by the authorities or other persons and, as a consequence thereof the connection of the Insured Party with the subsequent means of public transport confirmed and envisaged in the ticket, **EUROP ASSISTANCE shall reimburse, up to 150 Euros**, the transport costs for return to the point of origin or the costs of alternative transport to the final destination.

LUGGAGE COVER

1. 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 origin indicated in the insurance policy, provided that the presence of the owner is not necessary for the recovery thereof.

2. Loss, damage and theft/petty theft of luggage.

In the event that, during the journey, the luggage which has been checked in becomes permanently lost or suffers severe damage for reasons attributable to the transporting Company, **EUROP ASSISTANCE** guarantees the payment of indemnity **up to 60 euros per**

item and a maximum of 600 euros for the policy type 'básico', or a limit of 75 Euros per item and maximum of 750 Euros for the policy type 'ampliado' and a limit of 120 Euros per item and maximum of 1200 Euros for the policy type 'plus'.

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 or petty 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.

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.

3. Loss, damage and theft/petty theft of luggage not checked-in.

EUROP ASSISTANCE shall indemnify up to 30 Euros per item and a maximum of 300 Euros in the event of the theft/petty theft, permanent loss and damage to luggage not checked-in.

In the event of the theft/petty 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/petty theft took place in such.

In any event, a detailed list and valuation of the items stolen, permanently lost or damaged shall be necessary. In the event that the loss, theft/petty theft or damage arose during transfer by a transporting company, the justification statement issued by the said company shall likewise be required.

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

4. Luggage delay.

In the event that a delay in the delivery of checked-in luggage, caused by the transporting company, is greater than 12 hours or one night, the expenditure in the purchase of necessary personal items in the place where the delay occurs shall be reimbursed (the corresponding original invoices must be produced as well as the original boarding card and the written justification of the delay issued by the airline) **up to a maximum of 120 Euros for the policy type 'básico', a maximum of 200 Euros for the policy type 'ampliado' and a maximum of 300 Euros for the policy type 'plus'.**

Policy Types Pilgrims Ciclista Básico / Ampliado / Plus

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

This provision shall not be applicable to delays or purchases of items for personal use in the province of the usual place of residence of the Insured Party.

CIVIL LIABILITY

1. Third-Party Liability.

The insurance guarantees indemnity of up to 12,000 euros for personal injury, property damage and/or resulting detriment caused by the Insured Party to a third party and which may be demandable in accordance with current legislation in the corresponding country, due to liability of an extracontractual nature.

Professional civil liability, that derived from the use and movement of motor vehicles, that derived from the use or ownership of arms or explosive devices of whatever nature, as well as compensation resulting from financial detriment not due to prior personal injury or property damage are expressly excluded.

Include the provisions of the policy types Peregrino caminante básico / ampliado / plus, according to the option subscribed, plus the following complementary provisions:

ASSISTANCE TO CYCLIST

1. Transfer of the bicycle in the event of sudden illness or accident.

Where the Insured Party has been transferred due to sudden illness or accident pursuant to the provision “Medical transfer of sick and injured”, or due to the death thereof, **EUROP ASSISTANCE** shall meet the cost corresponding to the transport of the bicycle to the usual place of residence or the place where the Insured Party is hospitalised, **up to a maximum limit of 300 Euros.**

2. Replacement bicycle.

In the event of the permanent loss of the bicycle of the Insured Party due to theft or petty theft, **EUROP ASSISTANCE** shall, by way of bicycle rental costs, **pay up to a maximum of 25 euros per day and a maximum limit of 100 euros for the policy type ‘básico’, up to a maximum limit of 150 euros for the policy type ‘ampliado’ and a maximum limit of 200 Euros for the policy type ‘plus’.**

The presentation of the original invoice issued by the bicycle rental company shall be essential.

3. Loss of or damage to sports equipment.

Sports equipment and items which are intended for the practice of cycling or trekking shall, provided that they have been duly checked-in, be insured during transfer by public air transport against theft, damage and loss **up to a maximum limit of 600 euros for the policy type ‘básico’, up to a maximum limit of 750 euros for the policy type ‘ampliado’ and a maximum limit of 1200 Euros for the policy type ‘plus’.**

In order for indemnity to be applicable, it shall be necessary to produce the official report in the event of theft, or the original justification statement issued by the Transporting Company in the event of loss or damage.

The integral parts or accessories of an item shall not be indemnified independently. Simple misplacement is excluded, as are money, jewellery and documents.

EXCLUSIONS RELATING TO PERSONS

The itemised cover for each category of insurance 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 usual place of residence or hospital close thereto. 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, the damage, events, expenditure and consequences derived from the following shall be excluded from the guarantees insured:

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.
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 expenditures derived from physiotherapy and/or rehabilitation as well as related items.
Abortion, births and the diagnosis, follow-up and treatment of pregnancy are likewise excluded other than for urgent medical care and always prior to the six month thereof.
4. The participation 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 white-water rafting, bungee jumping, hydrospeed, gorge walking and similar. In these cases, EUROP ASSISTANCE shall only become involved and be responsible for the expenditure generated by the Insured Party as of the moment at which the Insured Party is under treatment in a medical centre.

7. Suicide, attempted suicide or self-harm by 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 by 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, popular movements, 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 phenomenon of a catastrophic or extraordinary nature which, as a result of size and seriousness, are classified as catastrophic or calamitous.
13. Simple misplacement is excluded, as are money, jewellery and documents.
14. Overbooking, other than where stipulated in the cover for "Travel delays due to overbooking in air transport".

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 braces, crutches, etc.) and the cost of pharmaceuticals not prescribed by a doctor.
3. The reimbursement of medical, surgical and pharmaceutical expenses whose value is less than 30 euros.

The following are excluded from the “Data recovery service”:

1. Recovery of hardware, damaged or corrupt files or configuration CDs.
2. The recovery of information from media which has been altered prior to submission to EUROP ASSISTANCE.

EXCLUSIONS RELATING TO THE BICYCLE

The damage, events, expenditure and consequences derived from the following shall be excluded from the insurance cover:

1. Participation in wagers, challenges or races, organised tours or rallies, the practice of sports off-road or over rough terrain (trail, endurance, etc.).
2. Reckless behaviour.
3. Faults occurring to the accessories of the bicycle and which do not prevent the normal movement thereof.



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