

## GENERAL TERMS AND CONDITIONS OF THE TRAVEL ASSISTANCE CONTRACT JUNTA DE ANDALUCIA COVID-19 Travel assistance insurance

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

2. Europ Assistance S.A., Sucursal en España is duly registered in the Administrative Register of Insurers of the General Directorate of Insurance and Pension Funds (Dirección General de Seguros y Fondos de Pensiones) and is domiciled at C/. Orense 4, Planta 14, 28020 Madrid.

3. Without prejudice to the authority of the General Directorate of Insurance and Pension Funds (DGSFP), the member state to which the regulation of the Insurer corresponds is France and, within the said member State, the Authority to whom regulation corresponds is the Autorité de Contrôle Prudentiel et de Résolution (ACPR), domiciled at no. 4, Place de Budapest, CS 92459, 75436 Paris Cedex 09, France.

4. This insurance contract is governed, where applicable, by the items agreed in the General, Specific and Special Terms and Conditions in accordance with the stipulations of Act 50/80, dated October 8, on Insurance Contracts; the Insurance and Reinsurance Company Regulation, Supervision and Solvency Act (Act 20/2015, dated July 14) and implementing regulations thereof.

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

6. That, in the event of any complaint or claim, Europ Assistance S.A., Sucursal en España 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 persons, 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:

### **Complaints Service**

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

This independently managed service shall, within a maximum period of two months, attend to and resolve the written complaints directly addressed to it, in compliance with Statute ECO/734/2004, dated March 11 and Act 44/2002, dated November 22.

Having exhausted the procedure of the Complaints Service system, the claimant is entitled to present the complaint to the Commission for the Defence of Insured Parties and Pension Plan Participants (Comisionado para la Defensa del Asegurado and del Partícipe en Planes de Pensiones), the address of which is:

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

7. The contract is subject to Spanish legislation, a judge corresponding to the usual place of residence of the Insured Person having jurisdiction.

### **1. DEFINITIONS**

#### **COMPANION**

A family member of the insured person shall be considered as consisting of the spouse, civil partner or person living with the former as such, ascendant/descendant relatives of any degree of kinship (parents, children, grandparents, grandchildren) of both members of the partners in the couple, relatives in collateral line considered as family members of the insured person consisting of the siblings, non-blood related siblings, siblings-in-law, children-in-law or parents-in-law of both partners in the couple

#### **INSURED PERSON**

All international travellers (foreign, non-resident), travelling to the Autonomous Region of Andalusia as a tourist by whatever means of transport, lodging in an officially recognised establishment with an irrefutable booking, during the stay thereof within the cover period of the insurance.

## INSURER

**EUROP ASSISTANCE S.A., SUCURSAL EN ESPAÑA**, (hereinafter **EUROP ASSISTANCE**), with registered address 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.

## QUARANTINE

Isolation of persons during a period of time as a method of preventing or limiting the risk of the spread of an illness or epidemic/pandemic

## POLICYHOLDER

La **EMPRESA PÚBLICA PARA LA GESTIÓN DEL TURISMO Y DEL DEPORTE DE ANDALUCÍA, S.A.** (CIF. A93090744) subscribing and paying for the Policy to the Insurer. The Policyholder assumes the duties corresponding thereto and that are derived from the Policy.

## 2. PURPOSE OF THE CONTRACT

To guarantee healthcare assistance, repatriation and indemnity due to an extension of stay as a result of COVID-19.

The cover shall be provided inclusively, for all foreign tourists (non-resident) travelling to the Autonomous Region of Andalusia and lodging in an officially Junta de Andalusia recognised establishment.

This policy represents insurance that is complementary (second layer) to the insurance or cover that the insured traveller may have; the said insurance covering the insured traveller shall be applicable in the first instance.

## 3. INTERNATIONAL SANCTIONS

The Insurer shall not provide cover, accept any Claim or provide any service or provision whatsoever under the policy that may expose it to any sanction, prohibition or restriction by way of the sanctions issued by the United Nations, any trade or economic sanctions, laws or regulations of the European Union or of the United States of America.

For further details, please visit the web pages:

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

## 4. TERRITORIAL SCOPE

Cover under this insurance contract shall be valid throughout the Autonomous Region of Andalusia:

## 5. SCOPE OF INSURANCE COVER

It will be understood establishment regulated by the Autonomous Region of Andalusia, the hotel establishments listed in Act 13/2011, dated

December 23, on Tourism in Andalusia, which are the following:

- Hotels:** establishments assigned to the provision of a tourist accommodation service that occupies the entirety or independent part of a building or group of buildings, the facilities thereof constituting homogeneous operations with their own entrance and, where applicable, lifts and staircases for exclusive use and additionally complying with the remaining regulatory requirements.
- Apartment hotels:** those establishments that, satisfying the requirements pertaining to hotels, additionally possess appropriate facilities for the storage, preparation and consumption of food and beverages within each accommodation unit, as per the terms set out in regulations.
- Hostels:** accommodation establishments that, due to the size, structure or style thereof or due to be characteristics of the services offered thereby, do not reach the standards required for hotels, the specific requirements set out in regulations being met.
- Guest houses:** accommodation establishments that, due to the size, structure or style thereof or due to be characteristics of the services offered thereby, do not reach the standards required for hostels, the specific requirements set out in regulations being met.
- Tourist apartments:** Establishments assigned to providing a tourist accommodation service, comprising a series of accommodation units that possess fittings and furnishings suitable for the storage, preparation and consumption of food and beverages, and comply with the remaining regulatory requirements.
- Tourist campsites:** Tourist campsites consist of those tourist establishments that occupy an area of appropriately demarcated land that is prepared and provided with the necessary facilities and services, is assigned to providing users with tourism services in an adequate, open-air location during a limited period of time and using portable lodging, tents or other analogous items that are easily transported or assembled.
- Country houses:** Country houses are those buildings located in a rural setting and which possess specific characteristics relating to the construction, location and characteristic nature thereof; provide accommodation and other complementary services and that are registered as such with the Andalusia Tourism Register under the terms established by law.

## 6. PROCEDURES IN THE EVENT OF INSURED LOSS

### • 24hr Travel Assistance:

Telephone: 34.91.514.98.41

### • Application for authorised payments:

1.- Mail: Gestion\_Pagos@europ-assistance.es

2.- Apdo. Correos: 36316 — 28020 Madrid

**Following an event that may give rise to the provision of any of the cover under the contract, an essential requirement shall be the immediate notification of the loss to the Insurer, those**

**benefits not previously notified to the Insurer and those for which the corresponding authorisation has not been received being, in general terms, expressly excluded.**

In the event that the aforementioned notification is prevented by force majeure, steps must be taken forthwith to end the circumstance impeding notification.

Contact having been established, the insured person 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, **the Insurer** shall give the necessary instructions with the aim of providing the service required. In the event that the insured person acts contrary to the instructions given by **the Insurer, the expenditure incurred thereby shall be borne by the insured person.**

**The Insured Person is required to notify the Insurer of the occurrence of the loss within a maximum time frame of 7 days as of awareness of the event. In the event of breach, the Insurer is entitled to reclaim the damages and losses caused by failure to perform the aforementioned declaration.**

The reimbursement of any expenditure authorised by the Insurer may be requested by visiting [Gestion\\_Pagos@europ-assistance.es](mailto:Gestion_Pagos@europ-assistance.es), where it is possible to create a reimbursement application, or in writing to apartado de correos 36316 (28020 Madrid). Presentation of the original invoices and justification statements shall be necessary in any event.

Reimbursements performed by **the Insurer** shall be made pursuant to Spanish law, in particular with regard to the stipulations concerning payments in cash and capital flows out of the national territory. Consequently, in order to reimburse an amount equivalent to or exceeding 10,000 Euro (or exchange value thereof in foreign currency) for the costs of the contingencies covered paid by the Insured Person in cash outside of Spain, **the Insurer** shall require submission of a bank statement of the withdrawal outside Spain or a declaration made pursuant to Article 34 of Act 10/2010 on the prevention of money laundering.

## **7. INFORMATION CLAUSE RELATING TO THE PROCESSING OF PERSONAL DATA**

### **WHO IS THE DATA CONTROLLER?**

Europ Assistance, S.A., Sucursal en España (hereinafter, the "Insurance Company")

Tax ID: W-2504100-E

Registered Office: Calle Orense, 4, 28020 Madrid.

Data Protection Officer (DPO): you may contact the DPO in writing, addressed to the Registered Office of the Insurer, indicating in the reference "Data Protection Officer", or in writing to the e-mail address: [delegadoprotdatos@europ-assistance.es](mailto:delegadoprotdatos@europ-assistance.es)

### **WHAT IS THE PURPOSE OF THE PROCESSING OF YOUR PERSONAL DATA?**

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

- To carry out the performance and fulfilment of the contractual relationship arising from the policy.
- Preparation, drafting and production of the documentation relating to the insurance.
- Performance of necessary evaluations following the occurrence of a claim or an event covered by the policy subscribed.
- Undertaking of any duty that is legally required or contractually agreed.
- Performance of actions aimed at preventing, detecting or pursuing fraud.

### **WHAT IS THE LEGITIMATE BASIS OF THE PROCESSING?**

- Performance of the contract between the Insurance Policyholder, the insured persons and/or beneficiaries and the Insurance Company.
- Legitimate Interest.
- Legal Duty.

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

- The companies belonging to the Insurance Company's Group, in order to manage the contractual relationship held with you.
- The bank of the Insurance Company and the companies of its Group, along with the bank of the data subject in order to effect the direct debit order in accordance with regulations in force.
- The entities that act as insurance brokers or distributors for the management of the insurance policies processed thereby.
- The service providers chosen by the Insurance Company, the intervention of whom is necessary for the management of the assistance covered under the policy.
- The Commission for the Prevention of Money Laundering and Monetary Offences (SEPBLAC), in order to comply with legally established requirements.
- The General Directorate of Insurance and Pension Funds, in accordance with the legally established provisions.
- The tax authorities competent in this area, pursuant to compliance of strictly legal and fiscal purposes.
- The Public Authorities with regard to the competencies attributed thereto.
- In the case of insurance cover in the event of death, the General Register of Wills and Testaments, managed by the Directorate General for Registers and Notaries, pursuant to applicable regulations on these matters.

### **PROCESSING OF HEALTH DATA**

The Insurer notifies you that, for the management of claims arising from the policy and coverage included therein, it is necessary that personal data relating to your health be processed, whether this has been obtained by means of the health questionnaire or any other questionnaire that may in future be provided

during the term of the contractual relationship or which the Insurer may obtain from third parties (whether originating from public or private health centres or other health professionals, both national and international, from examinations or additional medical check-ups that may be required by the Insurer or other public or private entities).

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

In the event that data relating to third parties is provided, the contracting party in the policy is required to have obtained the prior authorisation thereof regarding the transfer of data to the Insurer for the purposes agreed herein.

#### **HOW LONG WILL THE DATA BE STORED?**

Other than where your consent is given, we shall solely conserve your data for such time as you remain a client and a relationship with you remains in place.

As of that moment, solely the minimum necessary data relating to the operations and transactions performed in order to address any claim that is not proscribed shall be conserved and duly restricted (in other words, available solely to the corresponding authorities and for the defence of the entity). In general terms, the applicable time frames shall be 10 years under the Prevention of Money Laundering Act, where applicable, and 5 years to address any claims under the insurance policies covering damages to persons.

The data shall be definitively deleted once the said time periods have elapsed. In the event that you are not a client and have made a subscription request, we shall conserve your data solely whilst the offer that has been made remains valid or, where no time period is stipulated, in accordance with the legally stipulated time frame.

#### **WHAT ARE YOUR RIGHTS?**

You are entitled, at any time and free of charge, to exercise the following rights by means of written communication addressed to Europ Assistance S.A, Sucursal en España, C/. Orense, 4 28020 Madrid, indicating "Data Protection" in the reference and attaching a photocopy of your national identity document:

- Revoke the consent granted for the processing and communication of your personal data.
- To access your personal data.
- To rectify imprecise or incomplete data.
- To request the deletion of your data where, among other reasons, the data is no longer necessary for the purposes for which it was collected.
- To object to the processing of your data.
- To request the transferability of your data.
- To make a claim to the Spanish Data Protection Agency, at the following address: Calle de Jorge Juan, 6, 28001 Madrid, in the event that you consider that the entity Europ Assistance S.A, Sucursal en España has violated your rights acknowledged in accordance with the data protection regulations.

To this end, the interested party is entitled to contact the Data Protection Officer (DPO) in writing at Europ Assistance S.A., Sucursal en España, C/. Orense, número 4, 28020 Madrid, or by sending an e-mail to the address [delegadoprodatos@europ-assistance.es](mailto:delegadoprodatos@europ-assistance.es)

#### **8. PROCEDURES TO BE UNDERTAKEN BY THE INSURED PERSON IN THE EVENT OF A COMPLAINT**

Policyholders, insured persons, 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: Complaints Service  
C/. Orense, 4 – Planta 14  
28020 - MADRID  
[reclamaciones@europ-assistance.es](mailto:reclamaciones@europ-assistance.es)

#### **What does the Insured Person need to provide when contacting the Insurer?**

- Name, full address, telephone number and e-mail address (where applicable)
- The policy or case number
- The motive for the complaint.
- Copy of any pertinent document

#### **How will the complaint be dealt with?**

The Insurer undertakes to:

- Acknowledge receipt of the complaint at the earliest opportunity;
- Carry out the necessary investigations;
- Resolve the complaint within the legally stipulated time frame;
- Use the information contained in the complaint in order to improve services.

#### **And if the Insured Person remains unsatisfied?**

In the event that the Insured Person is unsatisfied with the final response of the Insurer, the Insured Person is entitled to contact the Complaints Service of the General Directorate of Insurance and Pension Funds (Servicio de Reclamaciones de la Dirección General de Seguros y Fondos de Pensiones).

The contact details are:

Pº de la Castellana, 44  
28046 - MADRID

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

#### **9. SUBROGATION**

**The Insurer** shall be subrogated, up to the total cost of the services provided thereby, into the rights and proceedings corresponding to the Insured Person against any person responsible for the events and leading to the intervention thereof. Where the provisions undertaken in performance of this Contract are covered in part or wholly by another Insurance Company, Social Security or any other institution or person, **the Insurer** shall be subrogated into the rights and proceedings corresponding to the Insured



Person against the said company or institution. To this end, the Insured Person undertakes to actively collaborate with **the Insurer**, providing any help or submitting whatever documentation may be considered necessary.

In any event, **the Insurer** shall be entitled to use or request from the Insured Person the handover of the transport ticket (rail ticket, flight ticket, etc.) unused thereby where the return costs have been met by **the Insurer**.

#### **10. LIABILITY**

**An insured loss having occurred, the Insurer shall not accept any liability regarding the decisions and conduct assumed by the Insured Person contrary to its instructions or those of the Medical Service thereof.**

#### **11. LEGISLATION AND GOVERNING LAW**

For the purposes of this insurance contract, the Insured Person and **the Insurer** shall be subject to Spanish legislation and jurisdiction. A judge having jurisdiction at the usual place of residence of the Insured Person shall acknowledge the entitlements in contract.

#### **12. INSURANCE LIMITS**

The sums that are shown as a limit for each of the provisions of this insurance contract are understood to be total maximum amounts for the entire effective term.

### **INSURANCE COVERAGE**

#### **Capital insured and cover**

<b>COVERAGE</b>	<b>CAPITAL INSURED (per Insured Person)</b>
Medical, surgical, pharmaceutical and hospitalisation expenses due to COVID -19 (An excess of 100 Euro is set in all cases, to be paid by the Insured Person)	€4,000
Medical repatriation due to COVID-19	Included
Repatriations due to death as a result of COVID-19	Included
Extension of stay due to quarantine (maximum 15 days) as a result of COVID-19	€5,000

#### **Medical, surgical, pharmaceutical and hospitalisation expenses**

The Insurer shall, up to the limit indicated in the cover table, bear the consequences of a positive test for COVID-19 with respect to the Insured Person, consisting of:

- a. Medical and surgical expenditure and fees.

- b. Necessary pharmaceutical expenditure under medical prescription for the treatment of the pathologies covered under this policy.
- c. Hospitalisation costs.
- d. In order to verify the appropriateness of the attention received, the Medical Team of the Insurer shall contact the Health Centre where the Insured Person is being attended.

**An excess of 100 Euro is set in all cases, to be paid by the Insured Person.**

#### **Medical transport or repatriation of the sick**

In the event of the Insured Person testing positive for COVID-19, the Insurer shall take charge of or bear:

- a) The cost of transport by ambulance to the nearest clinic or hospital.
- b) A prior check by the Medical Team of the Insurer in contact with the doctor attending the sick Insured Person, in order to determine the proper measures for the best treatment to be followed and the most appropriate means to transport the Insured Person to the most suitable hospital or place of residence thereof.
- c) The cost of transfer from the place where the sick Insured Person is first attended, by the most suitable means of transport, to the prescribed hospital, where authorised by the Insurer, or to the usual place of residence thereof. In the event of hospitalisation in a hospital distant from the usual place of residence, the Insurer, upon the medical discharge of the insured person, shall take charge of the subsequent transfer to the usual place of residence or holiday destination thereof.

The means of transport used shall be organised in accordance with the pathology affecting the insured person. Should the urgency and seriousness of the case so require, repatriation may be carried out using an air ambulance in the event that the usual place of residence of the patient is within Europe or the countries of the Mediterranean fringe. The transfer shall otherwise be made using a regular airline.

In order to verify the appropriateness of the attention received, the Medical Team of the Insurer shall contact the Health Centre where the Insured Person is being attended.

#### **Transport or repatriation of Insured Persons and/or Insured Companions**

- a) In the event that one or more of the Insured Persons has been transferred or repatriated due to COVID-19 pursuant to the provision for the medical transport or repatriation of the sick, the Insurer shall undertake the transport of the Insured Companions or the return thereof to their usual place of residence or the place where the transferred or repatriated Insured Person is located, along with the subsequent transfer to the place of residence

thereof. The Insurer is subrogated into the rights corresponding to Insured Persons relating to the tickets for the return initially envisaged.

- b) In the event that the Insured Persons referred to in the preceding paragraph a) are less than 15 years age or disabled and no family member or person of trust is available to accompany them during travel, the Insurer shall provide a person to travel with them to their place of residence or place where the Insured Person is hospitalised.
- c) In the event that the Insured Person, having recovered in terms of health (under the supervision of the attending medical team and in accordance with the medical team of the Insurer), is permitted to rejoin the travel plan, the Insurer shall meet the cost of the said re-incorporation of the Insured Person and the insured Companions that have made use of this provision.

#### **Transport or repatriation of persons deceased due to COVID-19**

- a) The Insurer shall take charge of all of the formalities to be undertaken in the place of death of the Insured Person, as well as the transport or repatriation thereof to the burial place in the country of the usual place of residence.
- b) The Insurer shall take charge of the transport of the insured Companions to the place of burial. The Insurer is likewise subrogated into the rights corresponding to Insured Persons relating to the tickets for the return initially envisaged.
- c) In the event that the insured Companions are minors of less than 15 years age or disabled and no family member or person of trust is available to accompany them during travel, the Insurer shall provide a person to travel with them to the place of burial.

#### **Cost of the extension of a hotel stay on the part of the insured person (including in the event of quarantine)**

In the event that the provision for the payment of medical expenses is applicable, the Insurer shall meet the cost of the extension of a hotel stay on the part of the Insured Person, following hospitalisation and/or under medical prescription, up to the maximum amount set out in the cover table.

#### **Cost of the extension of a hotel stay on the part of the Companion due to medical prescription (including in the event of quarantine)**

In the event that the provision for the payment of medical expenses is applicable, the Insurer shall meet the cost of the extension of a hotel stay on the part of the Companion, following hospitalisation and/or under medical prescription, up to the maximum amount set out in the cover table.

### **EXCLUSIONS**

Unless expressly included in the corresponding cover, the damages, situations, expenses and consequences arising from the following are excluded from the insured provisions.

1. Events occurring prior to the entry into force of the Policy.
2. Fraudulent Acts on the part of the Insured Person, Policyholder and/or beneficiaries of the Policy.
3. Illnesses, injuries or conditions that do not consist of COVID-19, as well as the consequences of COVID-19 suffered by the Insured Person prior to the cover period of this insurance or prior to travel covered under this insurance.
4. Suicide, attempted suicide or self-harm.
5. Epidemics; pandemics; infectious diseases that appear suddenly and spread rapidly through the population. Quarantine periods derived from any of the aforementioned causes are likewise excluded, unless expressly included in the provisions.
6. Illnesses caused by atmospheric pollution and/or contamination.
7. Illnesses and accidents derived from the consumption of alcoholic beverages, narcotics, drugs or medication, other than that which has been prescribed by a doctor.
8. The medical transfer of the sick or injured where the condition is caused by disorders or injuries which may be treated "in-situ".
9. Voluntary refusal, delay or anticipation of the medical transfer proposed by the Insurer and agreed with the medical service thereof.
10. Acts of reckless disregard or gross negligence; the expenses arising from criminal acts or the participation of the Insured Person in wagers, challenges or disputes, other than in cases of legitimate self-defence and/or where the life thereof is at risk.
11. Wars, demonstrations, insurrections, acts of Terrorism, Sabotage, and Strikes, whether officially declared or otherwise.
12. The transmutation of the atomic nucleus, as well as radiation caused by the artificial acceleration of atomic particles.
13. 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.
14. Breach of the laws or regulations in force at the time of the insured loss.



The undersigned hereby acknowledges having received, on this same date, in writing and prior to the signature of the Contract, all of the information required in the implementing regulation of the Insurance and Reinsurance Company Regulation, Supervision and Solvency Act.

Read and accepted by the Insurance Policyholder, who hereby expressly accepts the exclusionary and limiting clauses of the General, Specific and Special Terms and Conditions of this Policy.

Europ Assistance S.A. The Contracting Party  
Sucursal en España