

ERV SEGUROS DE VIAJE

TERMS & CONDITIONS INDIVIDUAL CONTRACT

The benefits of your Policy depend on the cover option that you have purchased:

Option - CANCELLATION INSURANCE

- Cancellation

Option - PACKAGE INSURANCE

- Cancellation
- Baggage
- Personal Assistance

Table of Benefits

CANCELLATION INSURANCE		LIMITS OF COVER
Cancellation costs	1.500€ per insured person, maximum 8.000€ per incident	
BAGGAGE INSURANCE		LIMITS OF COVER
Material losses Deductible per insured person	1.500€ per insured person 15€ per insured person	
PERSONAL ASSISTANCE INSURANCE		LIMITS OF COVER
Medical expenses abroad	30.000 €	
Deductible	30 €	
Repatriation of the injured or ill	Included	
Costs incurred in the continuance of a stay in a hotel	50 € per day / max. 10 days	
Repatriation of the deceased	Included	
Burial and ceremonial costs	1.200 €	
Repatriation of insured companion in the event of death	Max 4 insured	
Repatriation or transportation of minors and/or the disabled.	Included	
Return of the INSURED due to death of a family member	Included	
Urgent conveyance of medication not existing abroad.	Included	
Legal assistance	1.500 €	

Your Travel Insurance Policy contains restrictions, conditions and exclusions. You must read these Terms & Conditions and ensure that your Policy meets your needs and make sure that you understand what is and is not covered.

HOW TO REQUEST ASSISTANCE?

Important: To benefit from all the guarantees, it is essential to first contact our support centre for any operation.
A file number will be issued to you which will only make reference to the handling of the operations.

Call the support centre for assistance **24 hours a day**:

Tel no.: +33 (0) 1 70 95 06 00
Fax no.: +33 (0) 1 70 95 06 20

Remember to specify:

- Your policy number and the nature of the assistance requested.
- The address and telephone number where you can be reached

CANCELLATION, BAGGAGE and PERSONAL ASSISTANCE INSURANCE

This Insurance Contract shall be subject to the clauses of the Policy Schedule, and its Terms & Conditions, in accordance with the provisions of Law and Regulations in force during the Policy period.

DEFINITIONS

In this contract, the following terms have the following definitions:

- **INSURER:** ERV SEGUROS DE VIAJE, Europäische Reiseversicherung AG, Branch in Spain (Entry 1 in the Trade Registry of Madrid on 27-08-2015. Sheet M -602242. Page 123. Volume 33.458. Companies Book) with address at Avda. de La Vega 24, 28108 Alcobendas (Madrid), which carries out its activity in France under the freedom of provision of services and assumes the contractually agreed risk. This entity is authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurhelndorfer Str. 108, 53117 Bonn (Germany);
- **POLICYHOLDER:** The physical person or legal entity that, in addition to the INSURER, signs this policy and is subject to the obligations derived from the contract, excepting those that, due to their nature, must be fulfilled by the INSURED.
- **INSURED:** all the natural persons, holders of the object of the insurance and included in the special conditions of the policy, in that subsection;
- **FAMILY MEMBERS:** The INSURED'S family members are the insured's spouse or de facto partner or person with whom the Insured live in that capacity on a permanent basis, as well as any family members to the first or second degree of consanguinity (parents, children, brothers/sisters, grandparents and grandchildren) as well as uncles and aunts, step-parents, step-children, step-brothers and step-sisters, brothers and sisters not related by blood, parents in law, brothers and sisters in law, sons and daughters in law.
- **RESIDENCE OF THE INSURED:** the place of habitual residence of the insured in mainland France, including Corsica and Monaco, Switzerland or in one of the member countries of the European Union
- **BENEFICIARY:** The physical person or legal entity that, following the previous assignment of rights by the INSURERS, holds the right to the indemnity ;
- **TRIP:** The word "trip" refers to any travel or journey undertaken by the INSURED away from their residence, from the moment that they leave and until they return although the periods that the INSURED may spend at their own address during the period of cover, will not be considered as part of the trip ;
- **BAGGAGE:** All of the objects for personal use that the INSURED carry with them during the journey, as well as those dispatched through any means of transport ;
- **FIRST RISK INSURANCE:** The form of insurance which covers a specific sum up to which the insured risk will be covered, regardless of the total value, which therefore means that the pro rata condition of average does not apply.
- **DEDUCTIBLE:** The amount, percentage or any other sum contracted under the Policy that the INSURED must pay and which will be deducted from the indemnity paid by the INSURERS in each claim.
- **SERIOUS ILLNESS:** means any change in health confirmed by a medical doctor, involving the cessation of all professional or other activity and requiring appropriate care;
- **SERIOUS PERSONAL INJURY:** means any unintentional bodily injury on the part of the victim, resulting from the sudden action of an external cause ascertained by a medical doctor, and involving the cessation of all professional or other activity and preventing them moving on their own;

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- **SERIOUS EPIDEMIC:** we understand as such the sudden declaration, unexpected and on a large-scale of an infectious disease in a country that spreads very quickly and is of great virulence in that country, provided that the WHO has recommended cancelling international trips that are not essential to or from the affected area, and in the case of the flu virus, provided that the WHO declares at least phase 5 of the pandemic alert in its global Plan for a flu pandemic. Quarantine for affected persons must be declared by the department of health or the competent authority of the affected country;
- **QUARANTINE:** temporary isolation of people to prevent the spread of an infectious disease;
- **PREMIUM:** the price of the insurance. It also includes the taxes which will be legally applied;
- **INSURED AMOUNT:** the amount set in the general and specific conditions that constitute the maximum limit of compensation or reimbursement to be paid by the insurer for all losses occurring during the validity of the policy;
- **DEPRECIATION:** depreciation of the value of a property due to weather, to the use of the property or its conditions of maintenance at the time of the loss.

GENERAL INSURANCE REGULATIONS

ARTICLE 1 - GEOGRAPHICAL SCOPE

The guarantees of this insurance shall apply worldwide.

ARTICLE 2 - EFFECT OF THE POLICY

a) Cancellation fees: this policy takes effect on the date that the INSURED has booked the trip and will end on the date it begins.

b) Remainder of guarantees: this policy takes effect at 00.00 hours on the date indicated in the special conditions and shall expire at 24:00 hours on the date indicated in the special conditions.

It is essential for its entry into force that the INSURED or the CONTRACTING POLICY HOLDER has paid the receipt of corresponding premium, with the address of the INSURER being set as place of payment.

Stays of more than 90 consecutive days are not covered.

ARTICLE 4 - APPEALS AGAINST THIRD PARTIES

THE INSURER shall be subrogated in the rights and actions corresponding to the INSURED vis-à-vis third parties and will have justified the action of the former and up to the total cost of the insured services or the compensated losses.

ARTICLE 5 - APPLICABLE LAW AND JURISDICTION

This contract is governed by French law. The Contracting Parties undertake to submit themselves to the French courts and Court of Justice and waive any proceedings in any other country.

ARTICLE 6 - CONCURRENT INSURANCE

Pursuant to the terms of Article L 121-4 of the Insurance Code, provided that you are covered for risks identical to another or several other insurers by the guarantees written during the same period of insurance as this contract, you must inform us of this and provide us with their details and the scope of the guarantees that you have taken out with them.

If we prove your bad faith or fraud upon the signing of concurrent contracts, the penalty incurred is the annulment of the contract and the allocation of damages.

ARTICLE 7 - BIENNIAL PRESCRIPTION

Any action deriving from this contract is prescribed within a period of two years from the incident which gives rise to it (Articles L 114-1 and L114-2 of the Insurance Code).

ARTICLE 8 - OBLIGATIONS IN THE EVENT OF LOSS

Obligations of the insurer

The insurer has an obligation to cover the risks under the contract for the entire duration of the policy.

The insurer has an obligation to proceed with the payment of compensation provided contractually in the event of the occurrence of an insured loss.

Burden of proof

It is the task of the insured or beneficiary to prove the occurrence of the loss, and that the damage suffered was the consequence of an incident covered by this contract.

Steps to follow after the incident of a loss:

For a Cancellation loss:

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- You must notify the company from which you purchased your service upon the occurrence of the loss. (If you cancel late, we will only be able to cover the cancellation fees due on the date of the occurrence of the incident).
- In all cases please send us all the necessary documents for the creation of the application to prove the validity and amount of the claim.
- In the case of cancellation, the original invoices of cancellation and registration fees will be systematically requested from you.
- In the case of interruption, the original invoice of registration fees will be always requested from you and the invoice specifying the amount of land services excluding flights.
- Your application cannot be processed without communication to our consultant doctor of the medical information necessary for the investigation.
- We reserve the right to claim the originally scheduled and unused travel ticket.

For a Luggage loss:

- You must produce the originals of the following documents: purchase invoices, repair estimates or paid invoices, receipt of the complaint (police, gendarmerie, transport company, purser when it comes to loss or theft), reservation form with ocean, air, rail, road carrier, when your luggage was lost or damaged during the period when they were under the legal custody of the carrier. Failure to present these documents will lead to a reduction in the amount of our compensation equivalent to the amount of appeal that we cannot apply.
- If the insured recovers all or part of the stolen or missing items at any time whatsoever, they must notify us immediately.
- If this recovery takes place before payment of the compensation, they must take possession of these items and we will compensate them for any damage and shortcomings.
- If this recovery takes place after the payment of compensation, the insured may decide to take them back against repayment of the compensation received after deducting any damage or shortcomings.
- The insured has 15 days to make their choice. After this time, we will assume that they have opted for the relinquishment.
- The damaged items that we reimburse them for become our property.
- We waive the application of the proportional rule provided by the Insurance Code (Article L 121-5).
- Within the limits of the actual amount of damages, we will pay the insured on the basis of the replacement value at the time of the loss, with the depreciation deducted, of the luggage or lost objects which are equivalent and of the same nature.

To request Assistance for persons:

When the Support guarantees are involved, the insured must request an operation:
Upon the occurrence of the loss, first contact our Support centre for any operation:

From abroad

Tel No.: + 33 (0)170950600

Fax no.: + 33 (0)170950620

From France

Tel No.: +33 (0)1 70 95 06 00

Fax no.: +33 (0)1 70 95 06 20

A file number will then be issued which will only make reference to the handling of the operations.

THE INSURED shall request assistance by telephone and must indicate their name, the insurance policy number, the place where they are, the telephone number and the description of the problem with which they are faced.

THE INSURER will not be responsible for delays or non-compliance due to cases of force majeure or special administrative or policy characteristics of a certain country. In any case, if a direct operation of the company was not possible, the INSURED will be refunded upon return to France, or if necessary, as soon as they are in a country where the previous circumstance will not occur, for the expenses they incurred and which would be covered, upon presentation of the corresponding supporting documents.

The services of a medical nature and medical transportation must be carried out with the prior agreement of the doctor who will take care of the INSURED with the medical team of the INSURER.

Similarly, regarding the travel costs of the insured persons, the INSURER will only cover the additional costs that will be required by the incident in the case of exceeding the costs initially provided by the INSURED.

The compensation established in the guarantees described are complementary to other benefits to which the INSURED shall have right, the latter requiring it to carry out the necessary steps to recover these costs from the entities required to pay and to compensate the INSURER the amounts that they would have paid in advance.

To request a refund, please attach to your declaration:

- Your Special Conditions as proof of insurance certificate.
- The file number assigned to you by the Support centre
- The medical certificate indicating the exact nature and the date of occurrence of the illness or injury. Your application cannot be processed without communication to our medical examiner of the medical information necessary for the investigation.
- The death certificate, if applicable.
- Invoice paid for the cancellation charges;
- Invoice of the cost of the trip;
- Registration or reservation form or photocopy of the ticket;
- The Social Security statements and/or statements from any other insurance institution.

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- National Identity card or similar document
- And, more generally, any document which may be reasonably requested on the existence of the loss and necessary for investigation of the case.

ARTICLE 9 – PROFESSIONAL SECRECY

The INSURED and their beneficiaries, in relation with the guarantees of this Policy, release the doctors who take care of them from professional secrecy, following the occurrence of a loss, so that they can provide medical information to the INSURER, as well as the medical history related to the case, for the correct evaluation of the loss. THE INSURER will not be able to make use of the information obtained in any other way than that indicated.

ARTICLE 10 – REJECTION OF CLAIM

If, in an act of bad faith, the INSURED make misleading or false statements, exaggerates the extent of the loss, intend to destroy or dispose of objects existing before the loss, hide or usurp all or part of the INSURED elements, using false or misleading substantiating documents or any other fraudulent element, the INSURED will lose all rights to indemnity for the loss.

ARTICLE 11 – COVER LIMITS

In the event of loss, our compensation shall in no case exceed the amounts specified on the general conditions of your contract with a maximum of:

CANCELLATION COSTS: €1,500 per insured person, maximum **€8,000** per incident

LUGGAGE: €1,500 per insured person

MEDICAL EXPENSES: €30,000 per person outside the country of residence.

We understand by incident: any act generating damaging consequences, which may result in the implementation of one or more guarantees of the contract.

CANCELLATION INSURANCE

Notwithstanding any contrary provisions of the General Conditions to which they are appended, these agreements have as their object, the insurance of the risks defined below, the guarantee of which is stipulated in the Special Conditions.

ARTICLE 1 - TERMS OF COVERAGE

The Insurer shall cover the reimbursement of the cancellation penalties charged by the tour operator under its general terms and conditions of sale within the maximum limit of the scale set in the special conditions when this cancellation, notified PRIOR TO DEPARTURE, is subsequent to the occurrence, after the purchase of the insurance, of any of the following incidents:

- Death, serious bodily injury, serious illness of the insured, their spouse in law or in fact, of their ascendants or descendants up to the 2nd degree of consanguinity, fathers-in-law, mothers-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, as well as any person living with the insured.
- The unexpected counter-indications of the vaccination or subsequent unexpected side effects of the vaccination
- Mental or depressive illnesses requiring hospitalisation for more than 3 days.
- Complications of pregnancy.
- Serious damage of fire, explosion, water damage, or caused by forces of nature to the professional or private premises of the insured and imperatively involving their presence to take the necessary precautionary measures.
- Theft in the professional or private premises of the insured, if this theft imperatively requires their presence, and if it occurs within 48 hours prior to the departure.
- Redundancy on economic grounds of the insured or their spouse of fact or in law insured by this same policy.
- Refusal of tourist visa to the insured in writing and motivated by the authorities of the country visited provided that the visa application has been made within the required time with the competent authorities of that country
- Cancellation of one of the people accompanying the insured (maximum 9 people) registered at the same time as the insured and insured by this same policy when the cancellation has its origin in one of the causes listed above.

ARTICLE 2 - EFFECT OF THE COVER

Provided that the insured has previously paid the corresponding premium and has signed this policy on the day of registration for the trip, or at the latest, on the day before the first day of application of the penalties provided for in the scale of penalties in the event of cancellation, the cover takes effect upon the signing of this policy and expires upon departure.

This cover will only be effective when it is signed at registration or on confirmation of the trip. If the insurance policy is signed after that date, this cover will only be valid after 30 days from the date of issuance of the insurance policy.

ARTICLE 3 - LIMITATION OF THE COVER

The compensation due under this cover shall not exceed the actual amount of the penalties invoiced in the maximum limit of the scale set in the special conditions following the cancellation of the trip.

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In all cases, the compensation may not exceed the following amounts:
Maximum of €1,500 per person with a maximum of €8,000 per incident.
The insurance premium and visa costs are not refundable.

ARTICLE 4 – DEDUCTIBLES

No excess will be deducted from the refund

ARTICLE 5 - EXCLUSIONS COVER

All of the incidents not indicated in article 1 "terms of coverage" are excluded.

In addition to the **General Exclusions** listed in the General Conditions, cancellations are not covered following:

- **Illness or an accident which the insured was aware of prior to registration for the trip or to the signing of this policy,**
- **Cosmetic treatment, therapy, a voluntary abortion, in vitro fertilisation and its consequences, artificial insemination and its consequences, pregnancy.**
- **Omission of vaccination**
- **Psychological, mental or depressive illness without hospitalisation or resulting in a hospitalisation of less than 3 days,**
- **Epidemics.**

If the insured cancels late the insurer will only pay the cancellation fees due on the date of the occurrence of the incident.

If the insurance was taken out after the occurrence of the cause of the cancellation and if the insured was aware of it the insurer will not pay the refund.

LUGGAGE INSURANCE

ARTICLE 1 - TERMS OF COVERAGE

The insurer covers the luggage of the insured all around the world, outside of the primary or secondary residence, up to a maximum of €1,500, against:

- Theft,
- The total or partial destruction, including damage caused by forces of nature,
- Loss only during transport by a duly authorised transport company.

Luggage is to be understood as travel bags, suitcases, objects and personal items excluding items of clothing worn by the insured.

The items of value, designated below, are also included in the insurance for **a maximum of 40% of the capital covered** and only under the following conditions:

- Jewellery, precious metal objects, pearls, precious stones and watches are covered solely against theft and only when they are deposited into the hotel safe or when they are worn on the insured,
- Photographic (excluding mobile phones), film, radio, recording equipment or that of reproduction of sound or image and their accessories are covered solely against theft and only when they are carried or used by the insured.

Objects acquired during the trip or stay are included in the insurance for **a maximum of 25% of the insured capital**.

ARTICLE 2 - EFFECT OF THE COVER

The cover takes effect from checking-in of the insured's luggage by the carrier or on the delivery of the keys for a rental. It expires on return at the time of the final baggage reclaim by the insured with the carrier or the return of the keys for a rental.

ARTICLE 3 - CALCULATION OF COMPENSATION

Compensation is calculated on the basis of the replacement value at the time of the loss, with depreciation deducted, without application of the proportional rule provided by the Insurance Code (L 121-5).

The amounts of coverage do not accumulate with those that may be provided by the transport company.

ARTICLE 4 - DEDUCTIBLES

In all cases, the insurer will compensate the insured **under deduction of an excess of €15 per person**.

ARTICLE 5 - EXCLUSIONS COVER

In addition to the **General Exclusions** provided, they are not covered:

- **Goods, consumable goods, cash, credit cards, memory cards, transport tickets, computer equipment, telephone equipment, DVDs, alarms, video games and accessories, furs, securities of any kind, pens, lighters, documents recorded on tapes or films, paper documents and securities of all kinds, collections and materials of a professional nature, keys, bicycles, trailers, caravans and in general for systems of transport, glasses, binoculars, contact lenses, prostheses and appliances of any kind, medical devices, medicines, perishable goods,**

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- Theft of the insured's luggage following omissions or negligence on their part, that is to say, the fact of leaving their luggage unattended in a public place, leaving their luggage in a visible place outside their vehicle and/or without having fully closed and locked the entry,
- Theft committed without break-in or by using duplicate keys,
- Theft of the insured's luggage in a vehicle between sunset and sunrise or in a convertible vehicle,
- Consequential damages such as loss of enjoyment, fines,
- Damage resulting from an inherent defect of the insured property, of its normal and natural wear and tear,
- Loss, omission or exchange,
- Sports equipment of any kind,
- Theft on a camp-site,
- Damage due to smoking-related accidents, to the wetting or leaking of fatty, colouring or corrosive substances, comprising the insured's luggage.

PERSONAL ASSISTANCE INSURANCE

ARTICLE 1 – THE INSURED PERSON IS ILL OR VICTIM OF A PERSONAL ACCIDENT

The Insurer's assistance company's medical team liaises with the on-site doctor and/or the family doctor, to intervene under the most suitable conditions for the state of the insured.

The Insurer's assistance company's medical team organises the transport of the insured person to the nearest medical centre from their residence or the transfer to a better equipped or more specialised hospital.

Depending on the severity of the condition of the insured, this evacuation will be carried out by:
ambulance,
private plane or air ambulance.

Only the Insurer's assistance company's medical team are authorised to decide on the repatriation, the choice of means of transport and the place of hospitalisation. Reservations will be made by the assistance company of the Insurer.

The Insurer's assistance company will repatriate the insured person to their home if they are fit to leave the medical centre.

If the condition of the insured justifies it, the Insurer's assistance company shall organise and cover the costs of the journey of a person on site to enable them to accompany the insured person.

If the condition of the insured does not justify hospitalisation or repatriation and the insured cannot return on the originally scheduled date, the Insurer's assistance company shall cover the costs actually incurred due to extension of the hotel stay, as well as those of a person remaining at their bedside: **maximum of €50 per night and person**, subject to the provision of receipts, excluding catering costs up to the repatriation of the insured. The duration of this cover **must not exceed 10 nights**.

When the insured person's state of health permits it, the Insurer's assistance company shall organise and cover the costs of their return as well as those, possibly, of the person who has remained by their side.

If the insured is hospitalised and their condition does not justify or prevents repatriation or an immediate return, the Insurer's assistance company shall organise the hotel stay of the person designated by the insured, that is already on site and who remains at their bedside and it shall cover the unexpected costs actually incurred up to a **maximum of €50 per night** subject to the provision of receipts, excluding catering costs up to the repatriation of the insured. The duration of this cover **must not exceed 10 nights**.

The Insurer's assistance company shall cover the return of that person, if they cannot use the means initially planned.

If hospitalisation on site exceeds 7 days, and if no one remains at the bedside of the insured, the Insurer's assistance company shall make available for the person designated by the insured, a single/return ticket, so they can be near them. This only applies when departing from the one of the member countries the European Union or Switzerland, and it shall organise the hotel stay of that person: **maximum of €50 per night** subject to the provision of receipts, excluding catering costs. The duration of this cover **must not exceed 10 nights**. When the insured person's state of health permits it, the Insurer's assistance company shall organise and cover the return of the insured as well as those, possibly, of the person who has remained by their side.

If the insured party's state of health does not permit them to take care of their under-age children and no adult member of the family of the insured accompanies them, the Insurer's assistance company shall organise the movement of the person the insured has designated to bring them to the insured's home.

ARTICLE 2 - IN THE EVENT OF DEATH

The Insurer's assistance company shall organise and cover the costs of the transportation of the body from the place where it is laid in the coffin to the burial site in a member country of the European Union or Switzerland.

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Funeral expenses are covered up to **€1,200**

The Insurer's assistance company may organise and cover the costs up to the burial site of the return of family members participating in the same trip and covered by the same policy.

ARTICLE 3 – MEDICAL EXPENSES

The Insurer's assistance company shall reimburse the insured, after the intervention of Social Security and any other insurance institution, for the medical, pharmaceutical, surgical costs and/or that of hospitalisation prescribed by a doctor, incurred outside the country of residence of the insured within the limit hereafter per trip: **€30,000**

Excess always deducted: €30

In addition, if the insured is outside their country of residence, unable to settle their medical expenses resulting from a hospital stay due to an illness or an accident occurring during the period of coverage, the Insurer's assistance company may, at the request of the insured party, make an advance payment, within the limits of the commitments of the Insurer, in exchange for a deposit cheque of the amount corresponding to the value of the estimated costs.

This deposit cheque will only be returned upon proof of an official position of Social Security and/or any other insurance institution capable of covering the advanced fees. An acknowledgement of debt will be claimed by the insured at the place of stay.

This cover ceases from the date when the Insurer's assistance company is able to repatriate the insured person, or the day of the return of the insured to their country of origin.

ARTICLE 4 - OTHER ASSISTANCE TO INDIVIDUALS

▪ **Early return: if the insured is obliged to interrupt their trip due to:**

The death of a member of their family, of the person responsible for the care of their under-age or disabled children

The Insurer's assistance company shall arrange and cover the costs of the return of the insured to their home, if time permits and that the presence of the insured person is required to continue the journey, the Insurer's assistance company shall organise and cover the costs of the return of the insured to the place where they can meet up with the trip participants again.

▪ **Repatriation or transport of other insured persons:**

If, following the repatriation of the insured person, other covered individuals accompanying the insured and designated on the insurance certificate wish to be repatriated, the Insurer's assistance company shall arrange and cover the costs of their return to the limit of 4 people.

▪ **Illness or accident of one of the under-age or disabled children of the insured remaining in the country of their residence:**

If during the trip of the insured person, one of its under-age or disabled children remaining in the country of their residence becomes ill or is injured, the Insurer's assistance company remains at the disposal of the person responsible for their care to arrange their transport to the hospital best equipped to provide the care required for their condition provided that the insured has given prior written authorisation.

The Insurer's assistance company shall ensure the return to home of the child of the insured and shall keep them informed of their condition, if the insured has left a travel address.

If the presence of the insured person is required, the Insurer's assistance company shall organise their return.

▪ **Sending medicines:**

The Insurer's assistance company shall cover the costs of all measures to ensure the research and sending of essential medicines in the pursuit of a course of treatment, in the case that, when running out of these medicines, it is impossible for the insured to obtain them on site or obtain their equivalent. The cost of these medicines shall be borne by the insured.

▪ **Transmission of important and urgent messages:**

The Insurer's assistance company is responsible for forwarding the messages addressed to the insured person when they cannot be contacted directly.

Similarly, the Insurer's assistance company may communicate to a family member of the insured person, upon a call from them, a message that the insured would have left for them.

▪ **Legal assistance:**

The Insurer's assistance company shall cover up to €1,500 of legal representatives' fees to whom the insured may have had to call upon if an action is brought against them, provided that the facts are not liable to criminal punishment according to the laws of the country.

This cover is not exercised for facts connected with the professional activity of the insured or the custody and/or use of a motor vehicle.

▪ **Advance payment of bail:**

If, in case of violation of the legislation of the country where the insured is located, the latter is obliged by the authorities to make a payment of bail, the Insurer's assistance company shall make the advance payment of up to €8,000 inc. tax.

Reimbursement of this advance payment must be made within a month following the submission of the refund request by the Insurer. If the bail is refunded by the insured before that time by the country's authorities, it must be returned immediately to the Insurer.

ARTICLE 5 - LIMITATIONS OF OUR COMMITMENTS

Interventions that the Insurer's assistance company are required to carry out shall be done in full compliance of national and international laws and regulations. They are therefore linked to obtaining the authorisations required by the competent authorities.

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client@erv.es

Claims service

sinistres@erv.es

www.erv.es/sinistresOnline

+33 (0)1.70.95.06.00

Customer service

client@erv.es

The Insurer's assistance company shall not be held responsible for delays or impediments in the execution of the agreed services in the event of strikes, riots, popular movements, restriction on free movement, sabotage, terrorism, civil or foreign war, effects of radiation or any other fortuitous incident or force majeure.

The Insurer's assistance company shall determine the nature of ticketing made available to the insured based on a share of the opportunities offered by carriers, as well as travel time.

If the insured is domiciled in a country other than one of the European Union member countries and Switzerland, the assistance company of the Insurer may, on request of the insured person, repatriate them to their home or the nearest, better equipped or more specialised medical centre. In this case the insured agrees to pay the Insurer's assistance company the excess cost of their repatriation in relation to a repatriation undertaken under the same conditions in mainland France.

The cover takes effect on the departure date and expires on the return date for the period indicated on the travel registration form without exceeding 90 days.

ARTICLE 6 - EXCLUSIONS COVER

In addition to the planned **General Exclusions**, the Insurer's assistance company's cover cannot be applied in the following cases:

- Epidemics, pollution, natural disasters,
- Convalescence and conditions currently under treatment not yet stabilised,
- Psychological, mental or depressive illnesses,
- Infections or benign lesions that can be treated on the spot and do not prevent the continuation of the trip or stay,
- Costs of spa treatment, cosmetic treatment, vaccination, prostheses, appliances, glasses or contact lenses,
- Over 32-week pregnancies,
- Dental care,
- Trips made with the aim of diagnosis and/or treatment,
- Costs incurred after return from the trip or expiry of the cover,
- Costs incurred without the agreement of the Insurer,
- Telephone charges other than those sent to the support centre.

GENERAL EXCLUSIONS

In all the following cases, our cover cannot be applied:

- Use of drugs, or any other narcotic mentioned in the Public Health Code, medicines and treatments not prescribed by a doctor.
- The consequences of traffic accidents caused by the insured when the latter is under the influence of alcohol proved by the presence in blood of a level of alcohol higher than the maximum rate permitted by the regulations in force in the country where the accident occurred.
- The consequences of alcoholic states, intentional acts, wilful misconduct.
- The conscious non-compliance by the insured with the laws and regulations in force of the State in the place of stay.
- Suicide or attempted suicide of the insured person, self-harm.
- Participation in betting, crimes, brawls (except in cases of self-defence).
- Damage caused intentionally by the insured, on their order or with their complicity or cooperation.
- Handling or possession of war weapons.
- All cases of force majeure preventing the execution of the contract, including bans imposed by local authorities.
- Foreign or civil war, riots, popular movements, strikes, acts of terrorism or sabotage.
- Accidents arising out of any nuclear fuel, radioactive products or waste, of any device intended to irradiate or explode by modification of the nucleus of the atom, and their decontamination, either in the country of departure, transfer and destination.
- Situations with risk of infection in the context of an epidemic being subject to quarantine or preventive measures or specific monitoring by local and/or national health authorities of the country of origin.
- An earthquake, a volcanic eruption, a tidal wave, a flood or natural disaster except in the context of provisions resulting from Law No. 86-600 of 13 July 1986 concerning the compensation of victims of Natural Disasters.
- Damage constitutive of infringement of the environment incurred by natural elements such as air, water, soil, fauna, flora, the use of which is common to all, as well as harm of an aesthetic nature or of the approval attached to it.
- Accidents resulting from the practice of sports by the insured as part of an official competition organised by a sports federation and for which a licence is issued and training for competitions.
- High mountain climbing above 3,000 metres, bobsleigh, hunting dangerous animals, air sports, skeleton, caving and skiing off-piste, sailing single-handed and/or more than 60 miles offshore.

- Political problem inducing a risk to personal safety.
- Driving any vehicle without the permit, licence or certificate.

ADDITIONAL PROVISIONS

PERSONAL DATA PROTECTION

The personal data that the Policyholder and Insured provide to the Insurers, whether directly or through an insurance broker or through the professionals that interact with the insured, throughout the insurance relationship, shall be included in digital personal data files that will be duly protected and registered with the Spanish Data Protection Agency, in the name of and to be processed by ERV SEGUROS DE VIAJE, Europäische Reiseversicherung AG, Sucursal en España, in its legal capacity as the Insurance Firm.

ERV SEGUROS DE VIAJE, Europäische Reiseversicherung AG, Sucursal en España, is expressly and duly authorised to process, for the purposes of the insurance, the data provided at the time of contracting the insurance and that received at any subsequent point as a consequence of the contractual relationship and/or the processing of any claim; said authorisation extends to access to and use of such data by persons who participate in the insured business, including professionals and medical centres that assist in the provision of the health coverage, in order to fulfil the conditions of the contract and provide the corresponding services; such usage and access likewise extends specifically with the purpose of processing/managing claims, to reinsurance and coinsurance entities, which are involved in possible coinsurance and reinsurance operations, and other entities that are involved in management and collection of premiums. Likewise, unless otherwise instructed by the party in whose name the personal data are registered, the Policyholder and Insureds authorise processing and transfer of the abovementioned data for the purposes of fraud prevention and investigation.

The Policyholder authorises ERV SEGUROS DE VIAJE, Europäische Reiseversicherung AG, Sucursal en España to process the Policyholder's contact details, where such data do not fall within the scope of the Organic Data Protection Act, and to pass on this policy to the insured so that the insured may agree to its terms, and to process the insured's data. In this regard, for the purposes of processing claims or issuing the corresponding invoices and bills, it is possible that the medical centres or professional specialists that are involved in such claims need to communicate the data of a loss/accident or the scope of the same, and to this end, the Policyholder consents to the communication of health data or details on the damage caused to property that may be necessary for the purposes of appraising the value of a loss or paying the corresponding invoices. The insured guarantee that they have all the authorisations required to communicate the personal data of beneficiaries, other insureds or third parties receiving the requested and contracted services, to ERV SEGUROS DE VIAJE, Europäische Reiseversicherung AG, Sucursal en España.

For the insurance modes that include providing Health Services to the insured, it is hereby expressly recorded that said services will not be provided by the Insurers directly, but by medical professionals or entities with which there are pre-arranged agreements. The insured expressly consents to being contacted by said service providers or to have their data given to said health entities or professionals with which there are pre-existing agreements, for the purpose of providing said services.

Likewise, the insured is hereby informed of and consents to the possibility that their personal data will be processed with the objective of performing quality and/or satisfaction surveys and that the insured may receive information and commercial offers, including by email, on the products or services provided by the company, by companies in the same corporate Group, or by third companies in the insurance, banking or tourism sectors, or companies in related sectors, and that such data may be used for the creation of consumer profiles. Likewise, you consent to the Company transferring your data with the same purpose to companies within its Group and companies related to the insurance, banking or tourism sectors. If the request for insurance includes the personal data of natural persons other than the insured, the insured must inform such persons of the points set out in the preceding paragraphs. Notwithstanding, if you wish to limit the processing and usage of your data strictly to the contractual purposes of this policy, you may do so by ticking the corresponding box below:

- ◇ I do not wish to receive any commercial information whatsoever by any means.
- ◇ I do not wish to receive any commercial information by email.
- ◇ I do not want my data transferred for commercial purposes.

The Policyholder and Insured may exercise at any time their rights to access, rectify, cancel and oppose inclusion of the personal data recorded in these files, in the terms established in Organic Act 15/1999, of 13 December, on the Protection of Personal Data and the implementing regulations, by notifying the Data File Processor, in writing at the address Avenida de la Vega, 24, Alcobendas (Madrid).

CUSTOMER SERVICES

ERV SEGUROS DE VIAJE
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75008 Paris
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In accordance with the provisions of Order ECO/734/2004, this Insurance Firm has a Customer Service Department, which will respond to and solve, within a maximum period of two months from the date of presentation, any complaints or claims made by the policyholder, the insureds or their beneficiaries, or any affected third parties, that may derive from the application of this insurance contract.

Complaints and claims should be made in writing to the Firm's Customer Services Department, at the address: Avda. de la Vega, Nº 24 , 28108 - Alcobendas (Madrid); or by email to the address: sac@erv.es

For these purposes, **Complaint** refers to any complaint concerning how the services are provided by the INSURERS to the insureds, in the sense of any delays, failure to meet obligations or respond in due time, or any other inappropriate action or omission perceived in the way the firm works.

Claim refers to the claim presented by the insured with the intention of reclaiming or being reimbursed for any interest or right, describing specific facts related to actions or omissions of the Company, which, in the claimant's opinion, are detrimental to their interests or rights, in the sense of any breach of contract, transparency standards, safeguarding of customer rights or good practice.

If the claimant is dissatisfied with the solution provided by the Customer Services Department, or does not receive a response within the two-month period stated above, the claimant may present the complaint or claim before the Complaints Service of the General Directorate of Insurance and Pension Funds, in accordance with the provisions of Order ECC/2502/2012.

The Policyholder has read and approves the above and expressly accepts the limiting and excluding clauses thereof and those contained in the Policy Schedule and these Terms and Conditions.



ERV SEGUROS DE VIAJE
Europäische Reiseversicherung AG,
Branch in Spain

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