

PÓLIZA COLECTIVA DE SEGUROS PARA LOS USUARIOS DEL PROGRAMA EUROPE SENIOR TOURISM

INSURER

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

POLICYHOLDER

U.TE. EUROSENIORS who, along with **THE INSURER** signs this contract and to whom the corresponding duties derived thereof apply, excepting those which, due to their nature, must be fulfilled by **THE INSURER**.

INSURED PARTY

All persons who meet the requirements to accede to the European Social Tourism Programme and who take part in the holiday arrangements thereof shall be considered as Insured Parties. To this end and for the purposes of cancellation cover, the status of insured party shall be acquired at the moment at which the reservation is made. For the purposes of all other coverage, the status of insured party shall be acquired upon departure from the place of residence towards the tourist destination and shall expire subsequent to return to the place of residence following the period of the holiday arrangements. In the event of illness or accident requiring hospitalisation during the period of holidays, the status as insured party shall remain in force until arrival at the airport of departure.

CONTRACT TERM

The contract shall come into force at 0000 hours on the date at which the sale of vacancies commences, expiring at 2400 hours on the day following that on which the return of the last of any of the forms of holiday arrangements is made.

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.

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.

LUGGAGE

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

THEFT

Removal of another's movable property with violence or intimidation to persons or the use of force.

PETTY THEFT

Removal of another's movable property without violence or intimidation to persons or the use of force.

USUAL PLACE OF RESIDENCE

The usual place of residence of the Insured Party is understood to be that located within the EUROPEAN UNION, from which the journeys covered herein are undertaken.

GEOGRAPHICAL SCOPE OF COVERAGE.

The contracted coverage described herein shall be valid throughout Spain and the countries of the EUROPEAN UNION, in which departures and arrivals take place or transit occurs in performance of **THE PROGRAMME**.

PURPOSE AND DURATION OF THE COVERAGE.

The guarantees covered by the contract shall take effect as of the moment at which the user acquires the status of insured party and remain effective insofar as the status thereof is not lost.

Likewise, the contract shall cover claims made by insured parties, provided that these are made within a period of 120 calendar days as of the date at which the effective contract term expires and are related to events occurring during the duration thereof.

PROCEDURES IN THE EVENT OF INSURED LOSS

Following an event which may give rise to the provision of any of the coverage herein, immediate notification of the loss shall be an essential prerequisite, either by telephone to the number 900,102,385 from Spain, from abroad to 34.915.368.403, to fax no. 91.514.99.50 or by other means which provides proof of the notification thereof. In general terms, those provisions which have not been previously notified to THE POLICYHOLDER and those for which the corresponding authorisation has not been received shall be 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: **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 requested. Should the insured party act contrary to the instructions given by **THE INSURER**, **the costs incurred thereby shall be borne by the insured party.**

THE REIMBURSEMENT OF ANY EXPENDITURE MAY BE REQUESTED VIA WWW.EUROP-ASSISTANCE.ES, FROM WHICH THE PAGE "ONLINE CLAIMS PROCESSING" MAY BE REACHED IN ORDER TO CREATE YOUR OWN REIMBURSEMENT APPLICATION AND TO FOLLOW UP CLAIMS, OR IN WRITING TO APARTADO DE CORREOS 36316 (28020 MADRID). PRESENTATION OF THE ORIGINAL INVOICES AND JUSTIFICATION STATEMENTS SHALL BE NECESSARY IN ALL CASES.

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

EUROP ASSISTANCE makes a Complaints Service system available to Insured Parties whose Regulations 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:

Complaints Service:

Address: Servicio de Reclamaciones
Cl. Orense, 4 - Planta 14
28020 - MADRID

This Service, which functions independently, shall, within a maximum period of 2 months, attend to and resolve the written complaints directly addressed thereto, in compliance with Statute ECO/734/2004 of March 11 and Statute 44/2002 of November 22. Having exhausted the procedure of the Complaints Service system, 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/

LIABILITY

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

A) TRAVEL CANCELLATION

The reimbursement of the handling and cancellation expenses of a journey is guaranteed, where these are contractually payable to the issuer of a ticket and where the motive for cancellation occurs prior to departure and within the 15 days prior to the date stipulated for the commencement of the journey and in accordance with the following scale:

As handling fees: 6.20% of the total cost of the journey.

As cancellation fees:

- 1.- If the motive for cancellation occurs more than 10 days and less than 15 days prior to the stipulated date; 65% of the total amount.
- 2.- If the motive for cancellation occurs more than 3 days and less than 10 days prior to the stipulated date; 75% of the total amount.
- 3.- If the motive for cancellation occurs within the 48 hours prior to departure; 100%.
- 4.- For failure to present at the point of departure, due to a motive arising on the same day as that of departure; 100%.

Where the cancellation may not be performed immediately due to the occurrence of the event on a Saturday, Sunday, public holiday or due to reasons of force majeure, the insured party shall be reimbursed for the anticipated amount corresponding to the working day subsequent to that on which the events leading to cancellation have occurred.

a) Death, accident or serious illness requiring the hospitalisation of the user.

b) Death, accident or serious illness requiring the hospitalisation of the spouse, civil partner or immediate family member or relative. In the event of the death of the spouse or civil partner, the period of 15 days prior to that stipulated for the performance of the journey shall not be taken into consideration.

c) Serious illness or accident which, although not requiring hospitalisation, functionally incapacitates the limbs of the user, spouse or civil partner or requires immobilisation as justified by a medical report. Those illnesses generally considered to be common or mild, such as common flu, lumbago, asthma, pulmonary conditions, syndromes involving anxiety or depression and any psychological or psychiatric disorder shall not be considered as serious illnesses.

d) Serious damages (which imperatively require the presence of the insured party on the day of departure) such as theft, fire, flooding or similar incident, affecting the usual place of residence of the insured party.

e) Summons to appear as a party to or witness in court proceedings.

f) Summons to serve at an election polling station.

g) Cancellation by a companion, registered in the same booking, as a consequence of any of the aforementioned motives. Regardless of the number of persons registered in the booking, the insurer shall cover a maximum of one person.

h) Accident or illness becoming apparent immediately prior to the commencement of the journey while present in the airport, port, railway or coach station, and requiring the emergency transfer of the user to a healthcare facility (whether hospitalisation is required or not) and as a result of which the initially anticipated means of transport is missed.

Likewise, a road traffic accident which, although not affecting the vehicle in which the insured party was travelling or the physical well-being thereof, causes a delay in arrival at the airport, port, railway or coach station, thus impeding the anticipated commencement of the journey. In the event that the user is physically in a position to rejoin the travel plan by his or her own means and decides to do so, the Insurer shall pay, up to the maximum amount stipulated for cancellation costs, the substantiated expenditure incurred in the use of an alternative means of transport to the envisaged destination.

In these events, regardless of the cancellation costs which may be claimed by virtue of this guarantee, the client shall have the right, where necessary, to the remaining policy guarantees which derive from illness or accident. For the

purposes of this guarantee, the reference date used to determine the aforementioned periods shall be taken as the date of death, of the accident, of admittance to a healthcare facility and, for the remaining cases, the date on which the event occurs or upon which the judicial summons is made known.

The insured party has the duty to notify the travel agency of the cancellation of the journey as soon as the event leading thereto is known. The company shall not be liable to indemnify the costs or penalties payable as of the date of the aforesaid knowledge where the aforementioned duty is not fulfilled (in sections b, c, d, e, f and g).

In order for the indemnity relating to this guarantee to be applicable, the insured party must present the original documentation

corroborating the occurrence of the incident (hospital admittance, medical report, death certificate, police report, etc.)

B) TRANSFER TO HOSPITAL AS A CONSEQUENCE OF A SERIOUS ILLNESS OR ACCIDENT

In the event of a serious illness or serious accident requiring immediate attention, the cost of medically supervised transfer and return from the hotel or place where the accident or illness occurs to the nearest hospital which may provide attention shall be met, where required, using the means appropriate to each case (including air ambulance where the seriousness so requires, in Spain and Europe), in all cases at the discretion of the Insurer.

C) MEDICAL TRANSFER

The costs of transfer under medical supervision, where necessary, by means of an ambulance or other means of appropriate to each case, including air ambulance in Spain and Europe, where necessary and at the discretion of the insurer and the attending medical team, from the hospital to which the insured party has been admitted to the hospital nearest to the place of residence, where a period of hospitalisation of more than 15 days is envisaged.

Likewise, the costs of transfer to the usual place of residence of the insured party or to that of an immediate relative shall be met where, following medical attention or hospital discharge, the user cannot undertake necessary day-to-day activities or is not in a condition to continue the holiday arrangements due to the conclusion thereof.

In this case, the return journey shall be undertaken by means of transport equivalent to that which the user would have employed in order to arrive at the point of departure, other than where medical circumstances require a change of the means of transport more appropriate to personal circumstances.

D) RETURN AND STAY OF A COMPANION

Where the injured or sick insured party has travelled with a companion, the return expenditure thereof shall be included jointly with that of the insured party, including lodging

expenses (hotel and subsistence) where hospitalisation continues subsequent to the conclusion of the holiday period, to the amount of 75.00 per day, up to a total maximum of 525.00 euros.

E) REJOINING AT THE SECOND DESTINATION (package tours).

Following medical discharge received subsequent to hospitalisation, or rest in a hotel prescribed by a doctor and in the case of a package tour, the insurer shall, where necessary, enable the insured party and the companion thereof to rejoin second destination of the programme, should this exist.

F) TRANSPORT OF THE COMPANION TO HOSPITAL

Likewise, during the period of hospitalisation, the companion shall, by way of transport costs, be reimbursed for the expenditure incurred as a result of transport from the hotel to the hospital and vice versa, up to a maximum of 7.00 euros per day, following submission of the corresponding receipts.

G) TRANSPORT AND STAY FOR A FAMILY MEMBER TO ACCOMPANY THE INSURED PARTY WHILE HOSPITALISED

In the event that the attending medical team envisages that the period of hospitalisation will amount to more than 48 hours, the insurer shall, on becoming aware of the circumstances, authorise the transfer of a family member. The transport costs of a family member by scheduled airline (economy class) or train (first-class) and connecting taxi to and from terminals shall be met, from the place of residence within the European Union to the place of confinement in Spain and return, according to the country of origin of the insured party.

In the event that the family member uses a private vehicle for the transfer, the insurer shall indemnify the amount of 0.21 euros per kilometre, in accordance with official road maps. Likewise, by way of lodging and subsistence expenses for these persons (one or more), the insurer shall indemnify up to a maximum amount of 75.00 euros per day, up to a total of 525.00 euros. Where hospitalisation occurs in an area other than that in which the trip takes place, and no family member is transferred, the aforementioned coverage shall apply to the spouse or companion of the insured party.

Where the hospitalisation exceeds 15 days and the hospital does not authorise transfer on medical grounds, the insurer shall bear the costs specified in the foregoing paragraphs of this coverage for two transfers and stays following proof of the performance thereof. This coverage shall remain in place even in the event that the family member has undertaken the transfer without the knowledge and authorisation of the Insurer.

H) MEDICAL EXPENSES

Where the person is not the beneficiary of Social Security or similar arrangements of European countries maintaining

assistance agreements with Spanish public health authorities and the state of health thereof requires immediate care due to acute symptoms, the entire costs arising from urgent medical attention and the costs of hospitalisation up to a maximum period of 30 days must be guaranteed. In the event that the insured party requires urgent transfer to a hospital, the costs which may arise thereby for medical attention and hospitalisation shall be borne by the Insurance Company.

I) PROLONGATION OF A HOTEL STAY DUE TO ILLNESS OR ACCIDENT

When the nature of a sudden illness or accident precludes the continuation of the journey by the insured party and admittance to a clinic or hospital is not necessary, the lodging and subsistence expenses arising from the extension of the hotel stay, prescribed by a doctor, shall be met, whether the holiday trip is concluded or not, up to a limit of 75.00 euros/day for a maximum of 7 nights.

J) VOLUNTARY DISCHARGE

The request, on the part of the insured party, for a voluntary discharge in the case of hospital admission to a medical centre or hospital or from any medical treatment and against medical opinion shall automatically invalidate any right to the foregoing guarantees (sections b) to i)) provided that these are related to the same motive leading to admission.

K) TRANSPORT OF DECEASED.

In the event of the death of the insured party, the transport costs from the place of death to that of burial shall be met, within the municipal borough of the usual place of residence or, should such service not exist thereat, to the point nearest to that in which the burial service is provided. At the request of the family, the body shall be cremated at that location where death occurs and the ashes subsequently transferred to the cemetery chosen by the family located in the usual place of residence. Likewise, post-mortem expenses and expenses relating to the preparation of the body for transfer shall be met (embalming, minimum statutory coffin for transport and administrative formalities) up to a maximum of 3000.00 euros.

L) ACCOMPANIMENT OF THE DECEASED

In the event of the death of the insured party, the transport costs of a family member by scheduled airline (economy class) or train (first-class) and connecting taxis to and from terminals shall be met, from the place of residence in Spain or in whichever of the countries participating in the Programme to and from the place of death.

Likewise, the insurer shall reimburse lodging and subsistence expenses for these persons (one or more) up to a maximum amount of 75.00 euros per day, up to a total limit of 300.00 euros. Where the insured party has travelled with a companion, the return expenses thereof shall likewise be included with those of the deceased.

M) CURTAILMENT OF HOLIDAY.

In the event that the user must interrupt the stay during the holiday arrangements due to accident, illness requiring hospitalisation or death of the spouse, immediate ascendant or descendant relative or any sibling, or serious damage to the place of residence of the insured party, the insurer shall undertake the transport thereof to the place of residence in the country of origin. In this case, the return journey shall be made by the same means of transport which the user employed to arrive at the destination and, in cases of extreme urgency, by air, even where this were not the means of transport for the journey. Extreme urgency shall be understood to mean:

- 1- That in the case of death, it is not possible to arrive at the burial of a family member by the means of transport initially envisaged.
- 2- That in the case of an accident or illness, there is an immediate, urgent surgical intervention or risk of death for the patient.
- 3- That in the case of serious damage at the place of residence, the urgent, unavoidable presence of the Insured Party is required.

Where the insured party has travelled with a companion, the return expenses thereof shall likewise be included.

N) REIMBURSEMENT FOR HOLIDAYS NOT UNDERTAKEN.

The insurer shall reimburse the amount equivalent to the days not enjoyed, provided that the user is obliged to abandon the arrangements as a consequence of medical transfer or the interruption of the holiday covered by the policy.

The calculation of the daily amount shall be made by dividing the total price of the holiday paid on the part of the user by the days corresponding to the trip.

Ñ) INSURANCE OF LUGGAGE AND PERSONAL EFFECTS.

The insurer shall guarantee, up to a maximum limit of 400.00 euros, indemnity for the material loss suffered to luggage and personal effects of the user during the journey and stay away from the usual place of residence, where these arise as a consequence of theft, damage by fire, rain or snow or total or partial loss caused by the transporting company. Money, jewellery, debit and credit cards and any type of personal documentation shall remain excluded from this guarantee. Damage caused to luggage handles and wheels shall be excluded, as shall cosmetic damage.

Where the insured party claims in the first place to the insurer, the latter, having processed the claim, shall, where considered appropriate, subsequently pursue a claim against the transporting company which caused the damage.

O) TRANSPORT ACCIDENT INSURANCE.

Indemnity for the death of the insured party as a consequence of an air, maritime, rail, coach or private vehicle accident during the transfers made as part of the travel arrangements shall be guaranteed, including the embarkation and disembarkation therefrom and those optional excursions

organised by the company providing the programme. Likewise, any accident which may arise during transfers from the place of residence to the transport terminal (airport, port, railway or coach station), and vice versa shall be covered, both at the point of origin and destination. The aforementioned indemnity shall amount to 6010.12 euros per insured party. The maximum indemnity in the event of insured loss due to accident shall be SIX MILLION, TEN THOUSAND, ONE HUNDRED AND TWENTY-ONE EUROS AND FOUR CENTS 6.010,121,04 regardless of the number of insured parties affected.

P) LOSS OF CONNECTIONS DUE TO DELAY IN THE MEANS OF TRANSPORT

Where the initially envisaged means of public transport is delayed and, as a consequence thereof, the connection with the subsequent means of transport agreed and anticipated for the performance of the journey is impeded, the Insurer shall pay, up to the amount of the corroborated real cost of the means of transport initially contracted and missed, for the transport of the user to the final destination by the fastest means possible or for the use of a hotel for a necessary overnight stay without, under any circumstance covering both provisions, exceeding the real cost of the initially envisaged transport.

Q) SAFEKEEPING OF PLACE OF RESIDENCE

Where, as a consequence of burglary, fire, flood or explosion, the dwelling of the Insured Party becomes easily accessible from the exterior, the insurer shall send security personnel, at its own cost, until such time as the insured loss is made good and during a maximum period of 24 hours.