



General Conditions Travel Plus Insurance Hotels





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GUARANTEES

COVERAGE SUMMARY	TRAVEL PLUS INSURANCE
1. TRANSPORT OR MEDICAL REPATRIATION OF INJURED AND ILL PERSONS	INCLUDED
2. MEDICAL, SURGICAL, PHARMACEUTICAL AND HOSPITALISATION EXPENSES	€ 3,000
3. EMERGENCY DENTAL EXPENSES ABROAD	€ 60
4. TRANSPORT OF REPATRIATION OF INSURED AND/OR INSURED COMPANIONS	INCLUDED
5. TRANSPORT OR REPATRIATION OF THE DECEASED	INCLUDED
6. RETURN TRAVEL TICKET ACCOMMODATION EXPENSES FOR A RELATIVE	INCLUDED MAX €50 DAY/MAX 10 DAYS
7. EXPENSES FROM THE EXTENSION OF THE HOTEL STAY OF THE INSURED (INCLUDING QUARANTINE)	MAX €150 DAY/MAX 10 DAYS
8. EXPENSES FROM THE EXTENSION OF THE HOTEL STAY OF THE COMPANION ON MEDICAL INSTRUCTION (INCLUDING IN CASE OF QUARANTINE)	MAX €150 DAY/MAX 10 DAYS
9. EARLY RETURN OF THE INSURED DUE TO THE DEATH OR HOSPITALISATION OF A FAMILY MEMBER	INCLUDED
10. EARLY RETURN OF THE INSURED DUE TO SERIOUS DAMAGE TO MAIN RESIDENCE OR PROFESSIONAL PREMISES	INCLUDED
11. REIMBURSEMENT OF DAYS NOT BENEFITED FROM IN THE EVENT OF EARLY RETURN OF REPATRIATION	MAX €500
12. LOSS OF CONTRACTED SERVICES IN THE EVENT OF HOSPITALISATION OF THE INSURED	€ 500
13. REMOTE CONSULTATION SERVICE	INCLUDED



Travel Assistance Insurance Policy

General Conditions

ARTICLE I: DEFINITIONS, DURATION, VALIDITY AND TERRITORIAL COVERAGE OF THE POLICY

The following definitions shall obtain for the purposes of the above Guarantees:

Insurer: INTER PARTNER ASSISTANCE S.A., SUCURSAL EN ESPAÑA, member of the AXA Group, holder of Spanish Tax ID No. W-0171985-E, domiciled at Edificio Mar de Cristal, Calle Arequipa 1, Planta 3, Escaleras 2, 3 & 4, 28043 Madrid, holder of insurer code E0196, the entity issuing this policy which, in its position as Insurer and through collection of the premium, agrees to cover the risks under this contract and guarantees the corresponding benefits in accordance with the policy conditions.

Policyholder: The natural or legal person of legal age, whether or not insured, legally resident in SPAIN and recorded in the Policy Schedule and insurance certificate as such, responsible for payment of the premium and representing the set of INSUREDS under the policy.

Insured: Each of the natural persons who during their travel stay or are to stay at any type of holiday accommodation listed as such in the Policy Schedule and Insurance Certificate, and beneficiaries of the cover under the policy arranged.

Family members: The following shall be deemed to be family members of the Insured: his/her spouse, domestic partner or person who cohabits with him/her, ascendants or descendants of any degree of consanguinity (parents, children, grandparents, grandchildren) of both members of the couple and, in collateral lines, only brothers or sisters, with or without blood ties, brothers and sisters-in-law, sons and daughters-in-law and parents-in-law of both members of the couple.

Organiser: the organiser is understood to be the provider of tourist services with which the Insured has contracted the travel, such as hotel chains, airlines, tour operators, etc.

Premium: the price of the insurance including all legally applicable surcharges and taxes. The Policyholder is responsible for paying the premium.

Luggage: All objects for personal use that the Insured takes on the travel, including any provided by the means of transport used for travel.

Valuable items: Valuable items are understood to mean jewels, watches, objects made with precious metals, furs, paintings, objects d'art, silver and goldsmith work in precious metals, unique objects.

Electronic and digital equipment: Cameras and accessories for photography, radio, sound or image recording, telephony, electronic equipment and their accessories.



Entitlement goods: goods or essential products that cover the basic needs of daily life.

Term of the Insurance: In **temporary insurance** contracts, the validity of the travel assistance cover with respect to each insured person depends on the duration of travel: i.e. from 00:00 hours of the departure date until 24:00 hours of the return date provided that said travel does not exceed 120 days as specified in the Policy Schedule and the Insurance Certificate.

Coverage territory: The guarantees provided under this insurance **cover the entire world**.

Validity: The policy must be taken out before the departure date of travel. If the policy is contracted once travel has begun, the coverage shall take effect 72 hours from issuance of the certificate.

Theft: Theft is understood to mean only robbery committed with violence or intimidation of people or by forcing inanimate objects.

Accident: A violent, fortuitous, sudden event external to and not associated with the Insured which may result in damage covered by the insurance guarantees under this policy and which occurred after the insurance contract date.

Pre-existing or chronic illness: Pre-existing or chronic illness means any condition whose symptoms appeared prior to the insurance being arranged, even if a final diagnosis had not yet been obtained.

Serious illness: A serious illness is understood to mean any alteration of the state of health verified by a medical practitioner (whose report shall be subject to review by the Insurer's medical team) that entails cessation of all kinds of activity within the seven days prior to the travel and that make it medically impossible to embark on the travel on the scheduled date or involves the risk of imminent death. All tests and analyses allowing proper documentation of the medical process must be submitted with any claim.

Hospitalisation: Admittance of a person as a patient in a hospital for at least 24 hours or an overnight stay including a main meal at the medical centre in question.

Loss: An event the consequences of which are covered under the provisions of the policy.

Travel destination location: City, village or locality that is the destination of the contracted travel.

Travel: Travel means travel undertaken by the Insured away from his/her habitual residence from the moment he/she departs the same until he/she returns after it has concluded.

Package travel: Package travel is to be understood as the prior combination of at least two of the following elements: transport, accommodation, or other tourist services not ancillary to transport or accommodation and that constitute a significant part of the package travel, sold or offered for sale on the basis of an overall price, if said provision lasts more than 24 hours or includes an overnight stay.

Quarantine: Isolation of persons during a period of time as a method to avoid or limit the risk of spread of a disease or epidemic/pandemic.



ARTICLE II: GUARANTEES COVERED

1. Transport or medical repatriation of injured and ill persons.

The Insurer shall bear the costs of the following if the Insured suffers an illness or an accident:

- a) The cost of transport by ambulance to the nearest clinic or hospital.
- b) Prior control by the insurer's Medical Team in contact with the doctor who treats the injured or ill insured person to determine suitable measures for the best treatment of the same and the most advisable means for their transfer to the most appropriate hospital or to their place of residence.
- c) The cost of the transfer expenses originated by the first assistance to the injured or ill person by the most appropriate means of transport to the prescribed hospital authorised by the Insurer or to the habitual residence of the Insured. In case of hospitalisation in a hospital distant from the Insured's residence, the Insurer shall be responsible, on medical discharge of the insured, for the subsequent transfer of the same to his/her regular abode or holiday destination.

The means of transport used will be arranged according to the insured's condition. If the urgency and seriousness of the case so require, repatriation may be performed by special medical aircraft if the patient is in Europe or the countries bordering the Mediterranean. Transport shall be by scheduled airline from any other place.

The Insurer's medical team shall contact the medical centre where the Insured is being attended in order to verify that the care received is appropriate.

2. Medical, surgical, pharmaceutical and hospitalisation expenses.

The Insurer shall be responsible for the following items resulting from accidents or illnesses suffered by the Insured up to the limit indicated in the Policy Schedule and the Insurance Certificate:

- a) Medical and surgical expenses and fees.
- b) Pharmaceutical expenses required by medical prescription for treatment of conditions covered by this policy.
- c) Hospitalisation expenses.
- d) In the event of life-threatening emergency as a consequence of an unforeseeable complication of a chronic or pre-existing illness, the Insurer will cover only the expenses of primary medical care provided on an urgent basis within the first 24 hours following admission to hospital.

The Insurer's medical team shall contact the medical centre where the Insured is being attended in order to verify that the care received is appropriate.

3. Emergency dental expenses abroad.

If the Insured requires emergency treatment as a consequence of the emergence of acute dental problems such as infections or trauma, the Insurer will be responsible for the expenses inherent in



said treatment **up to a limit of 60 euros**. Expenses deriving from implants, prostheses, veneers or endodontics shall not be covered.

The Insurer's medical team shall contact the medical centre where the Insured is being attended in order to verify that the care received is appropriate.

4. Transport or repatriation of the Insureds and/or Insured Companions.

a) When one or more insured persons have been transferred or repatriated due to illness or accident in accordance with the transport or medical repatriation guarantee for injured and ill people, the Insurer shall be responsible for the transport of up to two insured companions for the return of the same to their habitual places of residence or to the place where the transferred or repatriated Insured is hospitalised and for subsequent transfer to their residence. The Insurer is subrogated in the rights of the Insured for the cost of the return tickets that the latter originally intended to use.

b) If the Insureds referred to in paragraph a) above are under 15 years of age or disabled and have no family member or trusted person to accompany them on the travel, the Insurer shall provide an escort to the Insured's residence or to the place where he/she is hospitalised.

c) In the event that the Insured is able to resume their travel plans once their state of health has been restored (under the supervision of the medical team treating them, and with the agreement of the medical team of the Insurer), the Insurer shall bear the cost of said resumption for the Insured and any insured companions who have taken advantage of this guarantee.

5. Transport or repatriation of the deceased.

a) The Insurer shall take care of all the formalities to be performed at the place where the Insured died and of transport or repatriation of the same to the funeral place in their country of habitual residence.

b) The Insurer shall be responsible for transporting the insured family members to the funeral place. The Insurer is subrogated in the rights of the Insured for the cost of the return tickets that the latter originally intended to use.

c) If the insured companions are under 15 years of age or disabled and do not have a family member or trusted person to accompany them on the travel, the Insurer shall provide a person to travel with them to the funeral place.

6. Round-trip ticket and travel expenses for a family member.

When the Insured is hospitalised and the hospital stay is expected to last longer than five days, the Insurer shall provide a round-trip ticket for a family member or person designated by the insured for the purpose of accompanying the latter during hospitalisation.

If the Insured is hospitalised at a distance of more than 100 km from his or her habitual residence, the Insurer shall bear the costs of the hotel stay by the family member, upon presentation of the relevant supporting documents, up to a **maximum amount of €50** per day, for a maximum of 10 days.



In the event that said relative or designated person is already at the location of hospitalisation of the insured because they are covered by this policy, and by virtue of the transport or repatriation guarantee for the Insureds, accommodation and return expenses will be covered, as established in this guarantee.

7. Expenses from extension of hotel accommodation of the insured (including in case of quarantine).

When the medical expenses payment guarantee is applicable, the Insurer shall be responsible for the expense of prolonging the Insured's stay in a hotel after hospitalisation and/or under medical instruction, up to a **maximum limit of €150 per day** for a maximum of 10 days per Insured.

8. Expenses from the extension of the hotel stay of the companion on medical instruction (including in case of quarantine).

When the medical expenses payment guarantee is applicable, the Insurer shall be responsible for the expense of prolonging the Insured's stay in a hotel after hospitalisation and/or under medical instruction, up to a **maximum limit of €150 per day**, for a maximum of 10 days per Insured.

9. Early return of the Insured due to the death or hospitalisation of a family member.

If over the course of the travel a relative of the Insured dies or is hospitalised for a period of at least two nights in his/her country of regular abode (as defined above), the Insurer shall cover any possible surcharges or penalties as a result of changes to the original travel ticket, or in the event that travel cannot be brought forward, the Insurer shall cover the cost of a return ticket, on a scheduled tourist class or train service, to transport the Insured to the place of burial or hospitalisation of the relative in the country of regular abode of the Insured. The Insured may opt for another ticket to transport the person accompanying him/her on the same travel, provided that this second person is insured under this policy.

10. Early return due to serious damage to the main residence or professional premises of the Insured.

If during the travel a fire, water or gas leak occurs at the Insured's residence (main or secondary) or professional premises (if the Insured is a direct operator or exercises a liberal profession there) the Insurer shall pay for a return ticket to enable the Insured to travel to his/her residence or professional premises. The Insured may opt for another ticket to transport the person accompanying him/her on the same journey, provided that this second person is insured under this policy.

11. Reimbursement of days not benefited from in the event of early return of repatriation.

This guarantee shall apply only when the Insured is forced to end his/her travel, after it had begun, and to return prematurely to his/her place of residence, because of any of the grounds for repatriation or premature return covered by the provisions of this policy.

The reimbursement of expenses corresponding to days not benefited from may not be any greater than the result of dividing the sum insured by way of cancellation expenses by the actual number of nights of the duration of the contracted travel, multiplied by the number of nights (24 hours)



remaining until the conclusion thereof, from the moment when the Insured is repatriated for any of the aforementioned reasons, **up to a maximum limit of €500.**

The amount of the original transport ticket intended for the return travel must be excluded from this amount, if it has not been used by the Insured, unless the transport ticket does not allow any type of refund or change.

12. Loss of contracted services in the event of hospitalisation.

If, as a consequence of hospitalisation prescribed and indicated by the medical team of the Insurer, the Insured loses services that were scheduled and initially planned in the contracted itinerary, the Insurer shall reimburse this loss up to the maximum amount indicated in the policy schedule and insurance certificate.

13. Remote consultation service.

The Insured may have access to remote medical consultation services with one of our medical practitioners (video consultation by app or website, remote online consultation), during which images and files may be exchanged by means of the procedures made available to the Insured as part of the tool in question. The doctor may remotely prescribe the suitable pharmaceutical product if he/she so deems necessary and send the prescription by e-mail. These procedures respect the legislation on the Protection of Personal Data.

ARTICLE III. CONTRACT LIMITS EXCLUSIONS

A. General exclusions relating to all guarantees.

- **These exclusions apply to all forms of cover. Guarantees and services not requested from the Insurer and which are claimed without agreement of or by the same, except in cases of force majeure or proven material impossibility.**
- **Refusal or delay in transporting the Insured decided by the Insurer's medical team for reasons attributable to the Insured or persons accompanying the same.**
- **In the event of war, popular demonstrations and movements, acts of terrorism and sabotage, strikes, arrests by any authority for crime not derived from a traffic accident, restrictions on free movement or any other case of force majeure unless the Insured proves that the loss is not related to said events.**
- **Loss and damage caused by fraud by the Insured, the Policyholder, the beneficiaries or by persons travelling with the Insured.**
- **The pursuit of sports in formats not explicitly covered by the policy schedule.**
- **Accidents or breakdowns occurring during participation in official or private sports competitions including training, testing and/or dares related to the same during the period between the start and end dates of the travel.**
- **Injuries and illnesses occurring during the period between the start and end dates of the travel in the exercise of a profession of a manual nature, or injuries occurring during participation as a volunteer in non-profit entities.**



- Psychic, mental or nervous illnesses with or without hospitalisation.
- Rescue of people at sea, in the mountains or in the desert.
- Loss and damage caused by radiation from nuclear transmutation or disintegration or radioactivity.
- The obligations of the Insurer pursuant to the coverage of this policy end the moment the Insured returns to his/her habitual residence or has been admitted to a health centre no further than 25 km from the aforesaid residence.
- Illnesses or injuries that occur as a result of pre-existing, serious or chronic diseases with risk of aggravation suffered by the Insured, and complications or relapses of the same.
- Suicide or illnesses and injuries resulting from attempted suicide or self-inflicted injuries by the Insured and those directly or indirectly resulting from criminal actions committed by the Insured.
- The treatment of illnesses or pathological states produced by intentional ingestion or administration of alcohol, drugs, narcotics, or the use of medication without medical prescription.
- Expenses for any type of prosthesis, orthosis, dental repairs and pieces, spectacles and contact lenses.
- Childbirth and pregnancies except unforeseeable complications during the first seven months.
- Any circumstance known to the insured before travel begins and that could reasonably have led cancellation thereof to be expected.
- Travel to a country, specific area or event if the relevant governmental authority or agency in the country to/from which travel takes place advised against travelling.
- If the Insured does not obtain vaccines or recommended medication before travelling.
- Any type of medical or pharmaceutical fees or expenses costing less than €10.
- Burial and ceremonial services in connection with the transport or repatriation of deceased persons.
- Any assistance derived from cosmetic plastic surgery.
- Any type of reimbursement derived from a voluntary arrangement of the Insured/travelling companion with the carrier (air, sea or land).
- The Insurer shall not be obliged to provide coverage, reimburse expenses or assume any assistance whatsoever when the supply, payment or rendering thereof exposes the Insurer to a sanction, prohibition or restriction under any United Nations Resolution or pursuant to commercial and economic embargoes, sanctions, laws or any other regulation promulgated by the European Union, the United Kingdom or the United States of America.

ARTICLE IV. ADDITIONAL PROVISIONS REGARDING ALL GUARANTEES

To ensure that the Insurer provides the benefits inherent in the above guarantees, the Insured must request the intervention of the former within a maximum of 7 calendar days of the incident, by calling any of the telephone numbers indicated in the information provided once the insurance has been arranged (collect or reverse-charge calls are permitted).

The following information must be included in the telephone request for assistance:

- Name of the Insured and the Policyholder
- Policy number
- Current location
- Telephone number



- Type of assistance required

Once the emergency call is received, the Insurer shall immediately activate the appropriate mechanisms enable its international organisation to assist the Insured directly wherever he/she is located.

The Insured has the duty of attempting to reduce the consequences of the loss by any means at his/her disposal in compliance with Article 17 of the Insurance Contracts Act.

The agreed indemnities for the aforesaid guarantees shall be effective regardless of any other insurance that the Insured may have. Said indemnities shall be subject to the Insurer's right of subrogation with respect to other contracts into which the Insured may have entered covering the same risks or of the social security benefits or those of any other collective prevision regime.

Please inform the Insurer by telephone, telex or telegram if the injuries or illness merit a request for repatriation or transport. Provide the following information:

- Name,
- Address,
- The telephone number of the doctor and/or hospital that is treating the insured patient or where he/she is located

Provide the Insurer with the following supporting documents if medical, pharmaceutical and/or hospital care are required:

- Certificate of the competent Medical Authority
- Invoices and fees notes
- Detailed statement of the illness or accident

Immediately transmit to the Insurer all warnings, summonses, requirements, letters, citations and all judicial or extrajudicial documents in general that, due to an event that gives rise to the liability covered by the insurance, are addressed to the Insured or to the person responsible for the incident.

The Insurer will not be liable for delays or failures in compliance due to force majeure or the special administrative or political characteristics of a country. In any event, if the result of force majeure or a specific country. In any event, if because of force majeure or the other causes indicated it should prove impossible for the Insurer to intervene directly, the Insured shall be reimbursed any expenses incurred and guaranteed, by presenting the corresponding accreditation, upon return to his/her address in his/her country of regular abode, or if necessary while in a country for as long as the aforementioned circumstances do not exist.

Except for the aforementioned situations, the Insurer must, as an essential condition, be notified immediately of the incident that has occurred, and the medical and healthcare transportation provisions that need to be applied following agreement between the doctor at the hospital treating the Insured and the Medical Team of the Insurer.

With regard to transportation or repatriation expenses, and in the event that the INSUREDS are entitled to reimbursement of the part of the tickets (airline, ferry, etc.) that they hold that has not been used, said reimbursement must be transferred to the INSURER.



The Insurer's administration centre is likewise authorised with regard to an accident or illness to request all manner of information that it might deem necessary for the appraisal of the risk or the processing of a claim.

Commencement and term of the contract.

- The contract shall take effect on the date indicated in the Policy Schedule.
- The contract shall remain in force for the period specified in the Policy Schedule.

Upon expiry of the specified period, if the contract is of annual duration it shall be automatically extended for one further year, and so on successively, unless either of the parties should have called for cancellation on the terms set out in Article 22 of the Act.

Once notice of this cancellation has been served in the established manner, no new certificates shall be issued, and the policy shall be deemed to have definitively lapsed once all of the certificates in force have expired.

Non-compliance.

In the event of non-compliance by the Policyholder or the Insured with the duties mentioned in the previous point, the Insurer may only claim loss and damage unless the law provides otherwise.

Variations in the composition of the Insured Group.

The policyholder is under the obligation to notify the Insurer of any variations in the composition of the insured group, which may comprise:

Registration: Brought about by inclusion on the list of Insureds of those individuals who belong to the insurable group and meet the terms and conditions of membership at a time subsequent to the entry into force of the Group Insurance.

Each registration shall take effect on the next due date of the premium or fraction thereof, once the Policy Schedule conditions have been fulfilled.

Deregistration: This shall take place as a result of leaving the Insured or Insurable Group. If the Insured is deregistered from the insurance as a result of leaving the Insurable Group, he/she may request that the Insurer continue his/her insurance, subject to the rules governing individual contracts.

Insurance Certificates.

The Insurer shall issue the associated Insurance Certificate which shall include the data of the Policyholder and the Insured, the policy validity dates, the territorial validity, the type of travel and the guarantees and limits covered.

In the event of loss of an Insurance Certificate, it will be cancelled, and the Insurer will issue a duplicate copy.

ARTICLE V. RIGHT OF WITHDRAWAL

The Insured shall have fourteen days from the policy contract date to withdraw from the same pursuant to the provisions of Act 22/2007 of 11 July on remote marketing of financial services for consumers. The above notwithstanding, the right of withdrawal shall not apply to travel policies with a duration of less than one month.

The Insured may exercise the right of withdrawal by notifying the Insurer before the end of the term indicated in the previous paragraph by a procedure that enables said notification to be recorded in any way admitted by law. Notification shall be considered to have been made on time if performed in writing or on a durable support which is available and accessible to the Insurer.



Once the right of withdrawal has been exercised, the insurer will return the part of the premium not consumed corresponding to the period between the notification of the right of withdrawal and the end of the initial validity period of the policy. The insurer shall have 14 calendar days from the notification of withdrawal to pay said amount.

ARTICLE VI. SUBROGATION

The Insurer shall be subrogated in the rights and actions inherent to the Insured up to the total cost of the services provided for the events that lead to the intervention of the former.

ARTICLE VII. JURISDICTION

As stated in the Policy Schedule, for the purposes of this contract, the Insured and Inter Partner Assistance shall be governed by Spanish legislation and jurisdiction.

The judge of the domicile of the Insured shall have the jurisdiction to examine actions resulting from this contract.

ARTICLE VIII. PERSONAL DATA PROTECTION

Pursuant to current personal data protection regulations, you are hereby informed that any personal data provided to the Insurer by the Policyholder and the Insureds will be processed by INTER PARTNER ASSISTANCE S.A. SUCURSAL EN ESPAÑA (hereinafter, the "Insurance Company"), of registered office at Calle Arequipa 1, Planta 3, Escaleras 2, 3 & 4, 28043 Madrid, in its position as data controller, for the following:

- Arrangement of the insurance.
- Management of the insurance activity and performance of the insurance contract.
- Provision of assistance and services as described in the insurance contract.
- Processing of claims, management of reimbursements or compensation.
- Processing of complaints and claims.
- Recording of calls for provision of the assistance service and quality control. Conducting of surveys and requests for opinions regarding our products and services.
- Technical studies for the analysis of claims and premiums, tariff calculation, support for the underwriting process and consolidation of financial reports (including regulatory matters).
- Prevention of fraud and money laundering.
- In addition, the data will be processed in order to comply with any legal obligation incumbent upon it, specifically obligations connected with regulation of the insurance market, financial markets, commercial and tax regulations or the regulation of healthcare provision, among others.

The subjects' data will be stored throughout the contractual relationship, and even thereafter for the time period required by the applicable legislation and until any possible legal liabilities that could



result therefrom have become time-barred. Nonetheless, to conduct surveys and request opinions regarding our products and services, the data will be stored for a maximum period of two years or until the data subjects object to such processing.

It should be borne in mind that in order to fulfil the insurance contract itself, and to provide assistance, the health data of both the policyholder and the insureds under the policy may be processed.

The Policyholder represents that the data provided to INTER PARTNER ASSISTANCE S.A. are accurate and truthful and agrees to notify INTER PARTNER ASSISTANCE S.A. of any change or modification thereto. Unless otherwise indicated, the responses to the questions asked by INTER PARTNER ASSISTANCE S.A. following the request and arrangement of this contractual relationship are mandatory. Any refusal to provide the required data shall lead to the impossibility of processing the operation.

With regard to the origin of the data, these may be provided to the Insurer by the data subject or the insurance policyholder at any time during the relationship (pre-contractual and contractual) with the Insurer for the aforementioned purposes. Furthermore, within the context of management of the policies signed and, where applicable, the handling of claims, personal data may be received from policyholders, insurers and third parties, including via entities providing services subject to cover under the policies, such as, for example, healthcare professionals and centres.

The Policyholder explicitly accepts and authorises through payment of the premium that the personal data provided may be processed for the aforementioned purposes. In the event that the data provided refer to natural persons other than the Policyholder/Insured, said party declares that they have informed the persons in question of the terms set out in this clause and obtained their prior consent for the processing of their data in accordance with the purposes set out in the policy. In the specific case of those under legal age, if the Policyholder/Insured is not the legal representative of the legal minor, he/she undertakes to obtain the express consent of the representative thereof.

The Insurer likewise guarantees that data provided by the applicant will not be processed for any purpose other than those established in advance, nor will they be sold under any circumstances.

The legitimate basis for the processing of their personal data, and the data of the insureds under the policy for the purposes described above, is to perform this contract, except for the conducting of surveys and requesting of opinions with regard to our products and services, the execution of technical studies for the analysis of claims premiums, and rate calculation, in which case the processing of their personal data is legitimately based on the legitimate interest of the Insurance Company. Lastly, in order to prevent fraud and money laundering, and to comply with the legal obligations of the Insurance Company, the legitimate basis will be fulfilment of a legal obligation.

You are hereby informed that the data requested by the Insurance Entity are required in order to perform the insurance contract, and if they are not provided, or if erroneous data are provided, the Insurance Entity will therefore be unable to fulfil the aforementioned purposes. You are likewise



hereby informed that your data may be obtained by you and also by third parties, such as hospitals that you might attend.

Your data may be communicated to:

- Public Authorities and Judges and Courts, in the cases provided for by law.
- Other entities of the AXA Group.
- Public or private bodies related to the insurance sector for statistical, actuarial and fraud prevention purposes in risk selection and claims settlement, under Article 99 of Act 20/2015, of 14 July, on regulation, supervision and solvency of insurance and reinsurance entities.
- Providers of assistance services, such as providers in the healthcare, hotel, transport, logistics, legal and other service sectors, where necessary so as to perform the services or obligations derived from the insurance contract.

In those cases where we might be required to transfer your data to an entity of the group located outside Spain or the European Economic Area, said transfers shall be performed on the basis of the binding corporate rules of the AXA Group (the AXA Group BCR) to which we subscribe. Said standards guarantee an adequate level of protection. The AXA Group BCR may be consulted in the privacy policy of our website, a link to which is included at the end of this clause. In the event that the BCR cannot be applied, we ensure that a level of protection similar to that required in accordance with the provisions of data protection legislation in Spain will be applied to your data.

The Policyholder/Insureds may exercise their rights of access, rectification, erasure and objection, restriction of processing or request portability before the Insurance Entity, and withdraw the consent they have given, without this affecting the lawfulness of prior processing actions. You may exercise the aforementioned rights and contact our Data Protection Officer by writing to the Personal Data Protection Department of the Insurer, with address at calle Tarragona 161, 08014 Barcelona, or by sending an e-mail to protecciondedatos@axa-assistance.es

The above notwithstanding, the Policyholder and the Insureds may file a claim with the Spanish Data Protection Agency should they consider the Insurer to have violated their data protection rights.

You may access our complete privacy policy at:

<https://corp.axa-assistance.es/es/terminos-de-uso-y-politica-de-privacidad>

ARTICLE IX. CUSTOMER SERVICE DEPARTMENT

In accordance with the provisions of Ministerial Order ECO/734/2004, INTER PARTNER ASSISTANCE, S.A. SUCURSAL EN ESPAÑA has a Customer Service Department for management of complaints and grievances arising from the application of this insurance contract and raised by the policyholder, the insured or their beneficiaries and injured third parties.

Complaints and grievances may be submitted by writing to the Customer Service Department located at Calle Tarragona, 161, 08014 Barcelona, Spain or by e-mail to atencion.cliente@axa-assistance.es.



The period of response by the Insurer shall be two months from receipt of the complaint or grievance.

Once said period has elapsed without an answer from the Insurer, or in the event of disagreement, you may submit the complaint or grievance to the Grievances Service of the Directorate-General for insurance and Pensions Schemes, located at Paseo de la Castellana, 44, 28046 Madrid, Spain.

ARTICLE X. CALL RECORDING

INTER PARTNER ASSISTANCE S.A. SUCURSAL EN ESPAÑA, in its capacity as Data Controller, informs the Policyholder that, in order to guarantee the performance and quality of services provided to customers and to combat fraud, incoming and outgoing calls may be recorded, to be held in the safekeeping of INTER PARTNER ASSISTANCE S.A. SUCURSAL EN ESPAÑA, for the period legally established for this purpose. The Policyholder shall inform the Insured with regard to said recordings.

The Policyholder hereby authorises INTER PARTNER ASSISTANCE S.A. SUCURSAL EN ESPAÑA to record the aforesaid calls.

INTER PARTNER ASSISTANCE S.A. SUCURSAL EN ESPAÑA, guarantees to the Policyholder that said recordings will be stored and protected in accordance with the provisions of the personal data protection regulations in force, furthermore, giving an undertaking to make no misuse thereof, nor to disclose them by any public or private means of distribution.