



# TRAVEL INSURANCE

PROPERTY DAMAGE PROTECTION INCLUSIVE

General Terms and Conditions



## One-click information

In order to directly consult the section in which You are interested, You may go directly to the Contents and click the corresponding section.

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The purpose of this Policy is to provide cover for the consequences of the risks included herein.

The circumstances must be the consequence of a chance event and must arise:

- in the Tourist Accommodation
- away from the usual place of residence,
- within the territorial scope covered, and
- within the time period contracted.

We guarantee the risks included under the policy type purchased, up to the limits indicated therein.

## One-click information

In order to directly consult the section in which You are interested, You may go directly to the Contents and click the corresponding section.



If You click on the **underlined words** that You find throughout this document, You will go directly to the corresponding section.

## Contract types

### Property Damage (Temporary Cover)

[Property Damage Protection](#)

These General Terms and Conditions contain all of the insurance and options that We offer.

You may consult the cover for each policy type and module by clicking on the name of each.

We ask that You carefully read these [General Terms and Conditions](#).

## How to read the terms and conditions of this Policy

The cover, exclusions and procedures in the event of an Insured Loss are shown as follows:



### What is covered by your policy

On the left-hand side We detail the cover for each provision.



### What is not covered by your policy

On the right-hand side, We indicate what is excluded from each provision .



## Procedures in the event of Insured Loss

Following the cover and exclusions, We indicate how to contact Us in each situation.

## Important points

Throughout the terms and conditions, We will provide You with additional information, clarification and suggestions in the following manner:



Information



Clarification



Suggestion



Warning



Advice

We will indicate the information, clarification or suggestion that We wish to provide.

## Print

These General Terms and Conditions are designed to be read on-screen. You may wish to print them, however, as the document is very long, We recommend doing this in black and white and only printing the sections that You need.

## The Policy

### How to get the most out of this insurance

We want you to get the most out of this insurance. To this end, We ask You to:

- Read the General Terms and Conditions and ensure that the insurance covers those events that You consider may occur.
- Ensure that You understand the conditions and exclusions of the Policy because, in the event that these conditions are not met, it could affect any claim or request that You make.

By accessing <https://ea.eclaims.europ-assistance.com> You will be able to take advantage of the Travel Protection Portal service, where You will find additional services and tools which are highly beneficial for Your peace of mind throughout Travel.


### Modification of details in the Policy

The Policyholder is required to notify Us of any modification to the details thereof. This must be performed in writing at the earliest opportunity. We reserve the right to suspend cover where this obligation is not met.

Some changes may require of the Policyholder the payment of an additional premium prior to inclusion.

In the event of any doubt, You may contact Our customer service:

### CUSTOMER SERVICE

 900 299 373 (from Spain) + 34 91 514 37 99 (from abroad)

 [atencion\\_cliente@europ-assistance.es](mailto:atencion_cliente@europ-assistance.es)



### Important Clarification

This insurance does not cover everything. It solely covers situations as described in these General Terms and Conditions.

Some important events that are not covered are:

- Events indicated in the sections of the [General Terms and Conditions](#) and General Exclusions
- Events indicated in section "What is not covered by Your Policy" for each provision
- The insurance excess that We indicate in each section

**IF WE DO NOT INDICATE THAT SOMETHING IS COVERED, YOU MUST ASSUME THAT IT IS NOT COVERED**

### Important information

Some important conditions applying to this Policy are as follows:

- This Policy is intended solely for Policyholders domiciled in Spain.
- Solely those events that occur within the effective term of the insurance are covered.

Ensure that You have the booking number to hand when You contact Us

## PDP

 <https://ea.eclaims.europ-assistance.com>

Access the web page and register.


Once You have performed this, You will be able to create Your claim for indemnity or payment of authorised expenditure and track the progress thereof.

 **Apdo. Correos 36316 - 28020 MADRID**

In the event that We request original documentation, You are required to send this to the above address.



## CUSTOMER SERVICE

 **900 299 373 (from Spain) + 34 91 514 37 99 (from abroad)**


 **atencion\_cliente@europ-assistance.es**

In the event that You have any doubts regarding Your Policy.



## COMPLAINTS SERVICE

 **reclamaciones@europ-assistance.es**

 **EUROP ASSISTANCE  
Complaints Service  
Paseo de la Castellana, 130 - 28046 MADRID**



## PERSONAL DATA PROTECTION

 **delegadoprotdatos@europ-assistance.es**

 **EUROP ASSISTANCE  
FAO: Data Protection Officer  
Paseo de la Castellana, 130 - 28046 MADRID**



## Important conditions with respect to the Policy

- This insurance is intended solely for Policyholders domiciled in Spain.
- This insurance is intended solely for bookings of Tourist Accommodation located in Spain.
- Solely those covered Insured Losses that occur within the effective term of the insurance are covered.

## Entry into force and insurance term

The insurance Policy will enter into force on the date indicated **therein, provided that the Policyholder has accepted the terms and conditions.**

### Commencement of insurance cover

The cover will commence at the moment that the Renter receives the keys to the Tourist Accommodation. Cover will expire when the Renter returns the keys.

### Insurance term

The insurance term is that shown in the insurance certificate.  
We will provide cover for rentals over a maximum, non-renewable term of 90 consecutive days.

## Territorial Scope

The provisions insured under this Policy are valid for Tourist Accommodation Rentals located in Spain.

## Insurance limits

The financial limits that are shown for each of the guarantees of this Policy are total maximum amounts during the entire effective term of the rental of the Tourist Accommodation.

## Caution

You are required to do whatever is necessary to reduce the risk of the application of any cover under Your insurance.

In the event that You do not take adequate precautions, it is possible that We will reduce the amount of any claims request or the payment of expenses, or otherwise reject payment.

## Subrogation

We are subrogated, up to the total cost of the services provided by Us, into the rights and proceedings corresponding to You against any person responsible for the events and which have led to Our intervention. Where the guarantees undertaken in performance of this Policy are covered in part or wholly by another Insurer, Social Security or any other institution or person, We shall be subrogated

into Your rights and proceedings against the said company or institution. To this effect, You undertake to actively collaborate with Us providing any help or furnishing whatever documentation which may be considered necessary.

## Prescription

The proceedings to which You are entitled and derive from the insurance contract prescribe following a period of two years as of the termination of the insurance (five years for insurance relating to persons, as in the case of cover for accident insurance).

## Communications

You are required to contact Us directly regarding any question related to Your Policy. You may consult the manner in which to do this in the section "How to contact Us".

Those communications that reach Us on behalf of the Policyholder via a insurance broker or agent are also valid.

## Divergence

Should the content of the policy differ from the insurance proposal or the agreed clauses, the Policyholder has a period of one month as of the delivery of the policy to require that the existing discrepancy is made good. The said time frame having lapsed without making such a claim, the items set out in the policy shall stand.

## International Sanctions

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

For further details, please visit the web pages:

<https://www.un.org/securitycouncil/sanctions/information>,

<https://sanctionsmap.eu/#/main>,

<https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>



Pursuant to the stipulations of article 96.1 of Act 20/2015, dated July 14, on the organisation, supervision and solvency of insurance and reinsurance companies and Royal Decree 1060/2015, dated November 20, approving the implementing regulations thereof, it is expressly stated that the information contained in this clause has been notified to the Insurance Policyholder prior to entering into contract.

1. This insurance contract is entered into under the provisions of the right of establishment with the Spain Office of the French insurer Europ Assistance, a French limited liability company governed by the French Insurance Code, with equity capital of 46,926,941 Euro, registered with the number 451 366 405 RCS Nanterre, and domiciled at Promenade de la Bonette, 1 - 92633 Gennevilliers Cedex, France.
2. Europ Assistance S.A., Sucursal en España is duly registered in the Administrative Register of Insurance Entities of the Directorate General for Insurance and Pension Funds (Dirección General de Seguros and Fondos de Pensiones), with key E0243 and registered office at Paseo de la Castellana, 130 - 28046 Madrid.
3. Without prejudice to the authority of the General Directorate of Insurance and Pension Funds (DGSFP), the member state to which the regulation of the Insurer corresponds is France and, within the said member State, the Authority to whom regulation corresponds is the Autorité de Contrôle Prudentiel et de Résolution (ACPR), domiciled at no. 4, Place de Budapest, CS 92459, 75436 Paris Cedex 09, France.
4. This insurance contract is governed, where applicable, by the items agreed in the General, Specific and Special Terms and Conditions in accordance with the stipulations of Act 50/80, dated October 8, on Insurance Contracts; the Insurance and Reinsurance Company Regulation, Supervision and Solvency Act (Act 20/2015, dated July 14) and implementing regulations thereof.

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

6. That, in the event of any complaint or claim, Europ Assistance S.A., Sucursal en España makes a Complaints Service system available to Insured Persons, the Regulations of which may be consulted at the website **www.europ-assistance.es**

Policyholders, insured persons, beneficiaries, aggrieved third parties or assignees of any of the aforementioned are entitled to present complaints in the section "Customer Protection" of the website or in writing to the Complaints Service:

**Complaints Service**

**Paseo de la Castellana, 130 - 28046 Madrid.**

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

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

**Paseo of la Castellana, 44.**

**28046 Madrid.**

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

All words and expressions defined below have the same meaning in the Policy. Throughout the document they appear in upper case.  
The definitions appear in alphabetical order.

<b>A</b>	<b>Accident(s) / accidental</b>	Bodily injury or material damage that occurs during the effective term of the Policy. This must be caused by an event that is sudden, external and unintentional on the part of the Insured Person.
<b>B</b>	<b>Beneficiary</b>	The owner of the Tourist Accommodation
<b>C</b>	<b>Cleaning costs</b>	Costs invoiced for the cleaning and preparation of the Tourist Accommodation prior to the arrival of a new tenant.
<b>F</b>	<b>Force Majeure</b>	Any event not caused by human action. This event must be unforeseeable or, in the event that it is foreseeable, must prove unavoidable.
	<b>Furnishings</b>	Personal effects of the owner of the Tourist Accommodation present in the property during the term of the rental Contract.
<b>I</b>	<b>Insured Loss(es)</b>	An event that is sudden, accidental, unforeseen and unintentional on the part of the Insured Person, the damages of which are insured under this Policy. Various damages relating to the same cause are considered as a single Insured Loss.
	<b>Insured Person(s), You, Your</b>	The Insured Person is the Insurance Policyholder. The Insured Person assumes the duties derived from the Policy.



<b>Insurer, Us, Our, We</b>	Europ Assistance, S.A., Sucursal en España, with registered office at Paseo de la Castellana, 130 - 28046 Madrid, that assumes the contractually agreed risk. Europ Assistance is authorised and regulated by the Autorité of Contrôle Prudenciel et of Résolution (ACPR), with registered office at 4, Place of Budapest, CS 92459 Paris Cedex 09, Francia, and by the General Directorate of Insurance and Pension Funds (Dirección General de Seguros y Fondos of Pensiones), of the Spanish Economy Ministry (Ministerio de Economía), with respect to market practices.	
<b>N</b>	<b>Natural Disaster</b>	Flooding, earthquake, tsunami, land slippage, avalanche, hurricane, tornado, fire, volcanic activity and/or any other phenomena declared as a natural disaster by the corresponding authorities. The aforementioned must be caused by nature, rather than human activity.
<b>O</b>	<b>Occupant (s)</b>	Person mentioned in the rental Contract or who uses the Tourist Accommodation with the Renter during the rental period.



<b>P</b>	<b>Policy</b>	The contractual document that contains the Regulatory Terms and Conditions of the Insurance. The General Terms and Conditions and Individual and Specific Terms and Conditions (individualising the risk), as well as any supplements and schedules that are issued to complete or modify the same, or represent integral parts thereof.
	<b>Policyholder (s)</b>	The estate agency that manages the rental of the Tourist Accommodation or person or entity that contracts and pays the Insurer for the Policy. The registered office of the aforementioned the Policy must be located in Spain. The Policyholder assumes the duties corresponding thereto and that are derived from.
	<b>Premium</b>	The price of the insurance. The receipt of the premium includes the price of the insurance, any surcharges and legally applicable taxes.
<b>R</b>	<b>Rental Contract</b>	Document signed by the Renter and the owner of the Tourist Accommodation. The foregoing stipulates that the Renter is required to pay an amount to the owner and the owner is required to provide the Renter with the enjoyment of the Tourist Accommodation and Furnishings thereof. The contract includes the term thereof and the terms and conditions of the rental of the Tourist Accommodation. The contract also includes the description of the Tourist Accommodation and Furnishings thereof.
	<b>Renter</b>	The person who signs the rental Contract with the owner of the Tourist Accommodation.
<b>S</b>	<b>Sabotage</b>	Intentional damage or destruction of a service, facilities, process, etc., used in protest against the owner or operator thereof.

<b>T</b>	<b>Terrorism</b>	Genuine use or threat of force or violence on the part of any person or group of persons. This person or group of persons may act in isolation or in relation to a political, religious, ideological or similar organisation. The intent of the aforementioned is to intimidate a government or society in general. An act of terrorism must be declared as such by the government of the location in which it occurs.
	<b>Theft</b>	Removal of another's movable property with violence or intimidation to persons or the use of force.
	<b>Tourist Accommodation</b>	Any detached, semi-detached or terraced house, flat or apartment assigned to temporary accommodation within the scope of holiday accommodation rental and subject to a rental Contract.

## To request Assistance / Indemnity / the Payment of Expenses

### Our commitment:

- A highly experienced member of Our team will attend to Your request and inform You of the steps to follow;
- You will be kept informed of the progress of Your request;

### In order to present Your request:

- For each provision We explain the steps to be followed in the event of requiring assistance or requesting indemnity or the payment of expenses.
- Search for what You need in the corresponding provision and ensure that You have all of the information or documentation that We will request.
- Save copies of all of the documentation and correspondence that You send Us.
- You may view the contact details in this section "[How to contact Us](#)"

### Important note

For the submission and processing of Your request, You are required to provide Your Policy number.

The expenses arising from the provision of justifying statements shall be borne by You.

### Information that You are required to provide in all cases:

In all cases We will request:

- Booking number, make sure You have this to hand
- Name and surname
- Contact telephone number



### Important information

You are required to do whatever is necessary to reduce the risk of the application of any cover under the Policy.

In the event that You do not take adequate precautions, it is possible that We will reduce the amount of any claims request or the payment of expenses, or otherwise reject payment.

### Information and conditions of Your request

Your request for assistance, indemnity and/or the payment of expenses entails authorisation on Your part for Us to:

- Take charge of and act on Your behalf in the defence of any request covered under this Policy;
- Undertake legal proceedings on Your behalf in order to recover any amount covered by this insurance that We have paid, the costs being borne by Us;

**We will not pay amounts exceeding those indicated in the section "[Cover and limits](#)".**

### Important information

**We are entitled to refuse payment for the provision in the event that, during the management of the Claim, it is established that the Insured Person, the Renter or an Occupant has intentionally used documentation that is imprecise, counterfeit or erroneous.**

In order that We may pay any expense, the presentation of copies of the invoices along with proof of payment is a necessary requirement. We reserve the right to request originals where We consider this to be necessary.

### Important note

Reimbursements performed by Us are made in accordance with Spanish law, in particular with regard to the stipulations concerning payments in cash and capital flows out of the national territory.

In the case of the costs of the contingencies covered paid by You in cash outside of Spain, We will solely reimburse an amount equivalent to or exceeding 10,000 Euro or exchange value thereof in foreign currency where a bank statement is supplied of the withdrawal outside Spain or where a declaration is made pursuant to Article 34 of Act 10/2010 on the prevention of money laundering.

### Currency

At all times We will pay the indemnity, costs or services in the currency in which the expense arises. In the case of currencies where there is no exchange with the European Central Bank, We will make payment in Euro. The exchange rate will be that available at any widely recognised banking institution that accepts the aforementioned currency exchange.

# TRAVEL INSURANCE



## 1. PROPERTY DAMAGE PROTECTION

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## 1. PROPERTY DAMAGE PROTECTION

**What is covered by Your Policy**

In the event that the Renter or an Occupant causes material damage to the Tourist Accommodation or the Furnishings thereof during the term of the Rental Contract, we will pay:

- a. the cost of the repair of the Tourist Accommodation and/or
- b. the costs arising from the replacement or repair of the damaged Furnishings.

The damage or defects must have been caused accidentally or in an unforeseen manner and be a consequence of the normal use of the Tourist Accommodation

**We will pay real expenses up to the limit indicated in the section "Cover and limits", whilst bearing in mind any possible exclusions.**

**Important suggestions**

The Renter and the Occupants are required to take all necessary steps to protect the Furnishings and the Tourist Accommodation in order to avoid causing damage or any worsening of damage already caused.

**What is not covered by Your Policy**

Coverage does not include the following incidents or consequences:

- Any damage caused to the Furnishings or the Tourist Accommodation as a consequence of natural disaster
  - a Natural Disaster
  - an act of Terrorism
  - Sabotage.
- Damage caused voluntarily by:
  - the owner of the Tourist Accommodation,
  - the Renter,
  - an Occupant.
- Damage caused by a fire or an explosion.
- Normal wear and tear of the Tourist Accommodation or the Furnishings thereof.
- Damage caused where the Renter or an Occupier breaches the conditions of the Rental Contract.
- Loss of or damage to Furnishings that do not belong to the owner.
- Consequences of Theft, fraud or an abuse of trust.
- Cleaning costs.
- Any event or circumstance that has not been brought about directly by the Renter or by an Occupant or that may not be attributed thereto.



## 1. PROPERTY DAMAGE PROTECTION



### Procedures in the event of Insured Loss

What to do prior to any claim:

You should contact us as indicated below:

#### DATA PROTECTION



<https://ea.eclaims.europ-assistance.com>

Access the web page and register.

Once You have performed this, You will be able to create Your claim for indemnity or payment of authorised expenditure and track the progress thereof.



**Apdo. Correos 36316 - 28020 MADRID**

In the event that We request original documentation, You are required to send this to the above address.



#### Documentation that You are required to provide us:

- Photographs or other evidence of the damage caused by the Renter or by an Occupant
- Valuation and description of damage
- Copy of the Invoices for the repair or replacement of the damaged Furnishings
- Copy of the purchase invoices and receipts relating to the damaged Furnishings
- Copy of the repair invoices or invoices for works carried out on the Tourist Accommodation

We reserve the right to require originals or any other document in order to process Your case.



## PAYMENT OF THE POLICY

### Payment of the premium

The Policyholder is obliged to pay the premium at the moment at which the policy is formalised.

Payment of the premium is also valid in the event that it is made through an insurance broker or agent on behalf of the Policyholder.

In any event, where the premium has not been paid prior to the occurrence of the Insured Loss, We remain free of any liability on Our part.

## NON-PAYMENT OF THE POLICY

### Non-payment of the premium

In the event of the non-payment of the premium, the cover will not enter into force and We are entitled to:

- demand payment;
- cancel the Policy with immediate effect;
- refuse the payment of any Claim of Yours that is pending;
- Send the details of the Policy to Our collection agencies in order that they recover the money on Our behalf and register the pending debt.

## CANCELLATION RIGHTS

### Our right to cancel the Policy

We reserve the right to cancel the Policy or Your adherence thereto under any of the following circumstances:

1. In the event that You make a fraudulent assistance, indemnity or reimbursement claim.
2. In the event that You are or have been implicated in illegal or criminal activities.
3. In the event that Your behaviour towards Our employees or service providers, or the language used with them, is considered threatening or offensive.
4. In the event that the Policyholder does not pay the premium.
5. In the event that You intentionally act fraudulently.

The premium will not be reimbursed under any of the foregoing circumstances.

### Right to cancel the Policy

The Policyholder is entitled to request the cancellation of the policy prior to the entry into force thereof.

Once the policy has entered into force, the cancellation thereof is solely permitted in the event that:

- The insured term exceeds 30 days and
- Cancellation takes place during the first 14 days as of the date of commencement of the policy.

In the event that You request the cancellation of the Policy as indicated, upon the acceptance of Your request the Policy will be cancelled on the date on which the said request was made.


In this case, the Policyholder is entitled to the reimbursement by Us of the premium or unused proportional part thereof.

We wish to offer You the best possible service. Nevertheless, in the event that You are not satisfied, We provide a Complaints Service, the Regulations of which may be consulted on the website. [www.europ-assistance.es](http://www.europ-assistance.es) This complies with regulations concerning transparency and customer protection.

Policyholders, insured parties, beneficiaries, aggrieved third parties or assignees of any of the aforementioned may present complaints in the section "Customer Protection" of the website or in writing to the Complaints Service:

## COMPLAINTS SERVICE

 [reclamaciones@europ-assistance.es](mailto:reclamaciones@europ-assistance.es)

 **EUROP ASSISTANCE**  
Complaints Service  
Paseo de la Castellana, 130 - 28046 MADRID



## And if You remain unsatisfied?

In the event that You are unsatisfied with Our final response, You may direct this to the Complaints Service of the General Directorate of Insurance and Pension Funds (Dirección General de Seguros y Fondos de Pensiones).

The contact details are:

## DIRECCIÓN GENERAL DE SEGUROS Y FONDO DE PENSIONES

 <http://www.dgsfp.mineco.es/es/Consumidor/Reclamaciones/Paginas/InformacionProcedimiento.aspx>

 **DIRECCIÓN GENERAL DE SEGUROS Y FONDO DE PENSIONES**  
Paseo de la Castellana, 44  
28046 MADRID



## What do You need to provide when contacting Us?

- Your name, full address, telephone number and e-mail address (where applicable)
- The booking number or Your case number
- The reason for Your complaint.
- Copy of any pertinent documentation

## How will We attend to Your complaint?

We undertake to

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

## Legislation and governing law

For the purposes of this Policy, You as the Insured Person and We as Insurer are governed by Spanish legislation and jurisdiction.

A judge having jurisdiction at Your usual place of residence shall acknowledge the entitlements pursuant to the Policy.

## Governance

We, Europ Assistance, S.A., Sucursal en España, with registered address at Paseo de la Castellana, 130 28046 Madrid, assume the contractually agreed risk; Europ Assistance is authorised and regulated by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) with registered office at 4, Place de Budapest, CS , 75436 Paris Cedex 09, France and by the General Directorate of Insurance and Pension Funds (Directorate General for Insurance and Pension Funds) of the Spanish Economy Ministry with regard to market practices.





## CLAUSE RELATING TO INDEMNITY AS COMPENSATION FOR LOSSES DERIVED FROM EXTRAORDINARY EVENTS OCCURRING IN SPAIN AND AFFECTING GOODS.

Pursuant to the terms of the revised text of the Legal Statutes of the Insurance Compensation Consortium, approved by Legislative Royal Decree 7/2004, dated October 29, the policyholder in an insurance contract which necessarily includes a surcharge payable to the aforementioned public corporation is entitled to arrange cover for extraordinary risks with any insurance entity that meets the criteria set out in the legislation in force.

Where the policyholder has paid the corresponding surcharges to the benefit thereof, the Insurance Compensation Consortium will, in the event of any of the following circumstances, pay indemnity derived from insured losses caused by extraordinary events occurring in Spain and which affect risks situated therein:

- a. Where the extraordinary risk covered by the Insurance Compensation Consortium is not within the scope of the insurance policy entered into with the insurance company.
- b. Where, although the extraordinary risk is covered by the said insurance policy, the duties of the insurance company cannot be fulfilled due to a declaration of the legal insolvency thereof or where the said insurance company is subject to liquidation by a receiver or the duties thereof are assumed by the Insurance Compensation Consortium

Intervention on the part of the Insurance Compensation Consortium conforms to the provisions of the aforementioned Legal Statute, Act 50/1980, dated October 8, the Regulations governing the insurance of extraordinary risks as approved by Royal Decree 300/2004, dated February 20, as well as provisions complementary thereto.

## SUMMARY OF REGULATIONS

### 1. Extraordinary events covered

- a. The following natural phenomena: earthquakes and tidal waves, extraordinary floods (including wave wash), volcanic eruptions, atypical cyclonic storms (including extraordinary winds with gusts exceeding 120 km/hour and tornadoes), the fall of astral bodies and aerolites.
- b. Violent events as a consequence of terrorism, rebellion, insurrection, riot and civil uprising.
- c. Circumstances or actions by the armed forces or by security forces or organizations in peacetime.

Atmospheric and seismic phenomena, volcanic eruptions and the fall of objects from space will, at the request of the Insurance Compensation Consortium, be certified by means of reports issued by the National Meteorological Agency (Agencia Estatal de Meteorología - AEMET), the National Geographical Institute (Instituto Geográfico Nacional) and other public bodies competent in these matters. In cases where events are of a political or social nature, as well as in the case of damages caused by events or actions on the part of the Armed Forces or the forces of law and order in peacetime, the Insurance Compensation Consortium is entitled to collect from the competent jurisdictional and administrative bodies information regarding the events.

### 2. Risks excluded

- a. Those which are not eligible for indemnity under the Insurance Contract Act.
- b. Those caused to people or property insured under an insurance contract other than those that include the compulsory surcharge payable to the Insurance Compensation Consortium.
- c. Those due to a fault or defect in the item insured, or its evident lack of maintenance.
- d. Those caused by armed conflict, even where not preceded by an official declaration of war.
- e. Those derived from nuclear energy, without prejudice to the provisions of Act 12/2011, dated May 27, concerning civil liability due to nuclear damage or caused by radioactive materials. Notwithstanding the aforementioned, all direct damages in an insured nuclear facility caused by an extraordinary event affecting the facility itself will be covered.
- f. Damages or losses due to the mere action of weather and, in the case of property totally or partially permanently submerged, those due to the regular action of waves and water currents
- g. Those due to natural phenomena other than those specified in the foregoing section 1.a) and, in particular, those produced by rises in the water table, earth movement, landslides, settling, rockfall and similar phenomena, other than where clearly caused by the effect of rainfall that, in turn, would have caused in the area extraordinary flooding and which occur simultaneous to the said flooding.
- h. Those damages or losses caused by disturbances occurring in the course of meetings and demonstrations held in accordance with the provisions of Organic Law 9/1983, dated July 15, governing the right of assembly, as well as damages occurring during the course of legal strikes, except where the said disturbances can be classified as extraordinary events as stipulated in the foregoing section 1.b).
- i. Those arising as a result of bad faith on the part of the insured person.
- j. Those derived from insured losses caused by natural phenomena that result in damage to goods or pecuniary losses where the date of issue of the policy or of the effectiveness thereof, should the latter be subsequent, does not precede by seven calendar days that of the occurrence of the insured loss, other than where the previous purchase of the insurance is demonstrated to be impossible due to the non-existence of the insurable interest. This qualifying period is not applicable in the event of the uninterrupted replacement of the policy in itself or on the part of another entity, other than with respect to be part that is the purpose of increased or new cover. It is likewise not applicable to the part of the insured capital resulting from the automatic appreciation envisaged in the policy.
- k. Those corresponding to insured losses occurring prior to the payment of the first premium or where, in accordance with the provisions of the Insurance Contract Act, coverage by the Insurance Compensation Consortium is suspended or where insurance

coverage is terminated as a consequence of non-payment of premiums

- l. **Indirect damages or losses derived from direct or indirect damages, other than pecuniary losses stipulated as indemnifiable in the Regulations on Extraordinary Risk Insurance. In particular, cover is not provided for damages or losses due to cuts or irregularities in the supply of electricity, combustible gas, diesel oil, fuel oil or other fluids, or any indirect damages or loss other than those mentioned above, even when the cause of the said irregularities is included in extraordinary-risk coverage**
- m. **Insured losses that, due to their magnitude and seriousness, are classified by the national government as «national catastrophes or disasters».**

### 3. Excess

The excess charge to be borne by the insured person:

- a) In the event of direct damages in the case of insurance covering damage to goods, the excess to be borne by the insured person amounts to seven per cent of the amount of indemnifiable damages due to the insured loss. Notwithstanding the aforementioned, no deduction will be made due to insurance excess for damages affecting dwelling places, owners' associations or vehicles that are covered by a vehicle insurance policy.
- b) In the event of diverse pecuniary losses, the insurance excess to be borne by the insured person is that stipulated in the policy in terms of time and amount, for damages that are the consequence of ordinary claims for loss of profit. If more than one excess is stipulated for ordinary claim events involving loss of profit, those corresponding to the main coverage will be applied.
- c) In the event that a policy sets out a combined excess for damages and loss of profit, the Insurance Compensation Consortium will settle the material damages and deduct the excess corresponding to the application of the provisions of the foregoing section a), along with loss of profit deducting the excess set out in the policy for the main cover, this being reduced by the excess applied in the settlement of material damages.

### 4. Extension of Coverage

1. Coverage of extraordinary risks is applicable to the same parties and the same insured amounts as those stipulated in insurance policies for coverage of ordinary risks.

Notwithstanding the aforementioned:

- a) In policies that cover self-inflicted damage to motor vehicles, the extraordinary risk coverage of the Insurance Compensation Consortium guarantees the full value of the insurable interest, even if this is only covered partially by the ordinary policy.
- b) Where vehicles are covered solely by a third-party liability policy for motor vehicles on land, the extraordinary risk cover of the Insurance Compensation Consortium guarantees the value of the vehicle in the condition in which it was found immediately prior to the occurrence of the insured loss, according to the generally accepted purchase price on the market.

### NOTIFICATION OF DAMAGES TO THE INSURANCE COMPENSATION CONSORTIUM

Where coverage corresponds to the Insurance Compensation Consortium, applications for indemnity for damages will be made by means of notification of the said body undertaken by the policyholder, insured person or beneficiary of the policy, or by whosoever acts for and on behalf of the foregoing, or by the insurer or insurance broker or intermediary under whose intervention the insurance is managed.

1. The notification of damages and procurement of any information relating to the procedure and the procedural status of claims may be made:
  - By telephoning the Insurance Compensation Consortium Call Centre (952 367 042 or 902 222 665).
  - Through the website of the Insurance Compensation Consortium ([www.consoseguros.es](http://www.consoseguros.es)).
2. Valuation of damages: The valuation of damages that may be susceptible to indemnity pursuant to insurance legislation and the content of the insurance policy shall be undertaken by the Insurance Compensation Consortium, this entity being free of any valuations carried out by the insurer covering ordinary risks.

Payment of indemnity: The Insurance Compensation Consortium will pay the indemnity to the beneficiary of the insurance by means of bank transfer.

## WHO IS THE DATA CONTROLLER?

Europ Assistance, S.A., Sucursal en España (hereinafter, the "Insurance Company")  
Tax ID: W-2504100-E  
Registered Office: Paseo de la Castellana, 130, 28046 Madrid.

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

The processing is mixed in nature (automated and manual) and undertaken for the following purposes:

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

## WHAT IS THE LEGITIMATE BASIS OF THE PROCESSING?

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

## WHO ARE THE RECIPIENTS OF YOUR DATA?

- The companies belonging to the Insurance Company's Group, in order to manage the contractual relationship held with you.
- The bank of the Insurance Company and the companies of its Group, along with the bank of the data subject in order to effect the direct debit order in accordance with regulations in force.
- The entities that act as insurance brokers or distributors for the management of the insurance policies processed thereby.
- The service providers chosen by the Insurance Company, the intervention of whom is necessary for the management of the assistance covered under the policy.
- The Commission for the Prevention of Money Laundering and Monetary Offences (SEP-BLAC), in order to comply with legally established requirements.

- The General Directorate of Insurance and Pension Funds, in accordance with the legally established provisions.
- The tax authorities competent in this area, pursuant to compliance of strictly legal and fiscal purposes.
- The Public Authorities with regard to the competencies attributed thereto.
- In the case of insurance cover in the event of death, the General Register of Wills and Testaments, managed by the Directorate General for Registers and Notaries, pursuant to applicable regulations on these matters.

## SALES AND MARKETING COMMUNICATIONS

Pursuant to the stipulations of article 21.2 of Act 34/2002, dated July 11, on information society and e-commerce services, it is notified that the Insurer is entitled to send to you information and advertising on products and services sold thereby and that are similar to those purchased. The interested party is entitled to object to the dispatch of electronic marketing messages at any time, by sending an e-mail indicating "COMMUNICATIONS OPT-OUT" in the subject line, to the following address: [baja.ciente@europ-assistance.es](mailto:baja.ciente@europ-assistance.es)

## PROCESSING OF HEALTH DATA

The Insurer notifies you that, for the management of claims arising from the policy and coverage included therein, it is necessary that personal data relating to your health be processed, whether this has been obtained by means of the health questionnaire or any other questionnaire that may in future be provided during the term of the contractual relationship or which the Insurer may obtain from third parties (whether originating from public or private health centres or other health professionals, both national and international, from examinations or additional medical check-ups that may be required by the Insurer or other public or private entities).

## PROCESSING OF THIRD-PARTY DATA

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

## HOW LONG WILL THE DATA BE STORED?

The personal data that is provided will be stored as long as is necessary to comply with the purposes for which it was collected and in order to determine possible liabilities that may be derived from the said purposes.

Within this context, the criteria used by Europ Assistance S.A, Sucursal en España in order to set the data storage time frames are determined in accordance with the requirements set out in applicable legislation and regulations.

In particular and where applicable, legislation regarding the Prevention of Money Laundering and Funding of Terrorism establishes a duty to store the data for a period of ten years, whereas trade regulations set out a period of six years as of the termination of the contract entered into between the parties.

### EXERCISE OF RIGHTS

Users are entitled, at any time and free of charge, to write to the address indicated in the heading of this Privacy Policy, or to the following email address [delegadoprotdatos@europ-assistance.es](mailto:delegadoprotdatos@europ-assistance.es), attaching a photocopy of the identity document thereof, in order to:

- Access their personal data and obtain confirmation regarding whether Europ Assistance S.A, Sucursal en España is processing the personal data of the user.
- To rectify imprecise or incomplete data.
- Request the deletion of their data where it is no longer necessary for the purposes for which it was collected, or object to the processing of the data.
- Ensure that Europ Assistance S.A, Sucursal en España limits the processing of the personal data to the purposes set out in regulations.
- To request the transferability of your data.
- Revoke, where applicable, the consent given.
- Procure human intervention, express a point of view and challenge individual automated decisions, including the creation of profiles, that lead to legal effects or significantly impact the data subject.

In the event that it is considered that the rights of the data subject under data protection regulations have not been respected, the data subject is likewise entitled to submit a complaint to the Spanish Data Protection Agency, the address of which is Calle Jorge Juan 6, 28001, Madrid.

In order to exercise this right, the interested party is entitled to contact the Data Protection Officer (DPO):

#### In order to contact PERSONAL DATA PROTECTION

 [delegadoprotdatos@europ-assistance.es](mailto:delegadoprotdatos@europ-assistance.es)

 **EUROP ASSISTANCE**  
FAO: Data Protection Officer  
Paseo de la Castellana, 130 - 28046 MADRID



## PROPERTY DAMAGE PROTECTION

## RISKS COVERED

## 1. PROPERTY DAMAGE PROTECTION

Type of accommodation	Amounts insured per Booking / Tourist Accommodation
• Apartment	up to €1.000
• Bungalow	up to €500
• House	up to €3.000
• Terraced House	up to €3.000
• Rural House	up to €3.000
• Detached house	up to €3.000
• Studio Apartment	up to €500
• Residence	up to €1.000
• Villa	up to €3.000



 **europ  
assistance**  
*you live we care*

**EUROP ASSISTANCE S.A., Sucursal en España**  
**Paseo de la Castellana,130 . 28046 Madrid**

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Hoja M-709205. Folio 153. Tomo 39930. Libro de Sociedades