

## GENERAL CONDITIONS OF THE CONTRACT OF INSURANCE COVERING DAMAGES TO A HOLIDAY HOME

### PRIOR INFORMATION

In compliance with the provisions of Article 96.1 of Law 20/2015 of 14 July on the organisation, supervision and solvency of insurers and reinsurers and of Royal Decree 1060/2015 of 20 **November**, approving its Implementing Regulation, it is specifically noted that the information given in this clause was notified to the Policy Holder before stipulating the contract.

1. This insurance contract is stipulated under the freedom of establishment system with the Spanish Branch of the French insurer Europ Assistance, French public limited company, regulated by the French Insurance Code, with share capital of 46,926,941 euros, registered under number 451 366 405 with Nanterre Companies House and domiciled at Promenade de la Bonette, 1 - 92633 Gennevilliers Cedex, France.

2. Europ Assistance, S.A., Spanish Branch, is duly registered with the Administrative Register of Insurance Entities of the Directorate General of Insurance and Pension Funds and has its domicile at C/. Orense 4, Planta 14, 28020 Madrid.

3. Without prejudice to the faculties of the Directorate General of Insurance and Pension Funds (DGSFP), the Member State that controls the Insurer is France and, within this State, the Authority with the control is the Autorité de Contrôle Prudentiel et de Résolution (ACPR), with domicile at 4, Place de Budapest, CS 92459, 75436 Paris Cedex 09, France.

4. This insurance contract is governed by that agreed in the Specific, Special and General Conditions, should such exist, in compliance with the provisions of Law 50/80 of 8 October, of the Insurance Contract; the Law governing the Management, Supervision and Solvency of Insurers and Reinsurers (Law 20/2015 of 14 July) and its Implementing Regulation.

5. The liquidation of Europ Assistance, S.A., Spanish Branch, is not subject to Spanish legislation. The report on the financial position and solvency is available from the insurer's web page.

6. In the event of a claim or complaint, Europ Assistance S.A. Spanish Branch offers Insured Parties a Complaints Service, the Regulation of which is available on the web page [www.europ-assistance.es](http://www.europ-assistance.es).

Policy holders, insured parties, beneficiaries, damaged third parties or assignees of any of the foregoing may submit complaints in the "Client Protection" section of the website or by writing to the Complaints Service:

### **Servicio de Reclamaciones [Complaints Service] C/. Orense, 4 - Planta 14. 28020 Madrid.**

Said Service, which operates autonomously, will process and settle written complaints addressed to it within two months of receipt, in compliance with Order ECO/734/2004 of 11 March and Law 44/2002 of 22 November.

If the Complaints Service has been contacted to no avail, the complainant may make his complaint to the Complaints Service offered by the Directorate General of Insurance and Pension Funds, addressing it to:

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

7. The contract is subject to Spanish jurisdiction with the competent court being that falling within the habitual domicile of the Insured Party.

### **1. DEFINITIONS INSURED PARTY/TENANT**

The natural person reserving a Holiday Home through any of the companies belonging to any of the collaborating associations of ATTIS L'HOTELLERIE, stipulating this optional insurance and who has been notified to **EUROP ASSISTANCE**.

### **INSURER**

**EUROP Assistance S.A., SPANISH BRANCH**, (hereinafter referred to as **EUROP ASSISTANCE**), with domicile at C/. Orense 4, Planta 14, 28020 Madrid, which accepts the contractually agreed risk; authorised and regulated by the Autorité de Contrôle Prudentiel et de Résolution (ACPR), with domicile at 4, Place de Budapest, CS 92459, 75436 Paris Cedex 09, France and by the Directorate General of Insurance and Pension Funds of the Ministry of Economy of Spain, in regard to market conduct.

### **BENEFICIARY**

Each of the companies belonging to any of the collaborating associations of ATTIS L'HOTELLERIE that is responsible for managing the Holiday covered by this policy.

### **HOLIDAY**

For the purpose of this Policy, a Holiday Home may be a detached, semi-detached or terraced house or a flat or apartment, as declared on the rental reservation handled through one of the pertinent companies belonging to any of the collaborating associations of ATTIS L'HOTELLERIE.

### **CLAIM**

Any event suffered that is accidental, unforeseen and not the intention of the Insured Party, the damaging consequences of which are covered by the cover offered by this policy. All damages deriving from a single cause are considered as constituting a single, unique claim.

### **POLICY HOLDER**

The natural person stipulating this policy with the Insurer and that is responsible for the obligations ensuring from it, save those whose nature mean that they must be fulfilled by the Insured Party.

### **2. SUBJECT OF THE INSURANCE**

This insurance concerns the stipulation of insurance offering Protection against Damages to Property for a Holiday Home, reserved by the Tenant through one of the companies belonging to any of the collaborating associations of ATTIS L'HOTELLERIE. The policy will apply in compliance with the general conditions defined below.

Possible indemnities will be liquidated in the amount in euros.

### **3. INTERNATIONAL SANCTIONS**

The Insurer shall not provide cover nor accept any claim or provide any service described in the policy that may expose it to any sanction, prohibition or restriction by virtue of the resolutions of the United Nations or commercial or economic sanctions, laws or regulations of the European Union or United States of America. For more details, please visit:

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

### **4. TERRITORIAL SCOPE**

**This insurance applies to Holiday Homes located in Spain.**

### **5. DURATION OF THE INSURANCE**

Cover will be given for holiday rental for up to 90 days.

### **6. PROCESSES IN THE EVENT OF A CLAIM**

- **Cost reimbursement:**  
Web: <http://attis.eclaims.europ-assistance.com/>  
Apdo. Correos: 36316 – 28020 Madrid

The Insured Party must access the website <http://attis.eclaims.europ-assistance.com/> to create a claim for reimbursement, thereafter submitting all the documented evidence, such as original receipts or invoices, to:

**Apartado de Correos 36316  
28020 MADRID**

Documents necessary:

- Photographs of the damaged object, showing the damages
- Invoice for the repair
- Any other documents requested by the Insurer

Contract 3KH

**If there should be more than one cause of a claim, the first occurring and proven by the Insured Party will be taken as the cause.**

**The Insured Party must inform EUROP ASSISTANCE of the events of the claim within 7 days of onset. In the event of breach, EUROP ASSISTANCE may claim the damages and prejudices caused by the lack of declaration.**

Reimbursements made by **EUROP ASSISTANCE**, will be made in compliance with the provisions of Spanish law, in line with that established for payments in cash and the removal of capital from national territory. Thus, in order to obtain reimbursement of an amount of 10,000 euros or more (or the equivalent value in foreign currency) for the costs of contingencies covered that the Insured Party may have paid in cash outside Spain, **EUROP ASSISTANCE** will require bank evidence to be supplied of the withdrawal of cash outside Spain, or evidence that has been declared compliant with the provisions of Article 34 of Law 10/2010 on the prevention of money laundering.

### **7. PERSONAL DATA PROCESSING INFORMATION CLAUSE**

#### **WHO IS THE DATA CONTROLLER RESPONSIBLE FOR PROCESSING YOUR DATA?**

Europ Assistance, S.A., Spanish Branch (hereinafter referred to as the "Insurance Company")

Tax number (NIF): W-2504100-E

Address: Calle Orense, 4, 28020 Madrid.

Data Protection Officer (DPO): you can contact our DPO by writing to the Address of the Insurance Company, writing to the attention of the "Data Protection Officer", or by e-mailing [delegadoprotdatos@europ-assistance.es](mailto:delegadoprotdatos@europ-assistance.es).

#### **TO WHAT END IS YOUR PERSONAL DATA PROCESSED?**

Processing will be mixed (automated and non-automated processing) and for the following purposes:

- To fulfil and pursue the contractual relationship established by the policy.
- Fulfilment of commercial and marketing actions of other products and services of the Insurance Company.
- Preparation of customer satisfaction surveys.
- Preparation, drafting and issue of the insurance documents.
- Performance of the assessments necessary when a claim or event occurs that is covered by the policy stipulated.
- Fulfilment of any legally or contractually agreed obligation.
- Carrying out of actions intended to prevent, detect or prosecute fraud.

#### **WHAT IS THE LAWFUL BASIS FOR PROCESSING?**

- Execution of a contract between the Policy Holder, the insured parties and/or the beneficiaries and the Insurance Company.
- Legitimate interest.
- Legal obligation.

#### WHO WILL RECEIVE YOUR DATA?

- The Insurance Company Group companies, to handle the contract we have with yourself.
- The bank of the Insurance Company and the companies of its Group and the bank holding the data to implement the direct debit order in accordance with current legislation.
- The entities acting as mediator or distributor of insurance for the management of insurance policies processed by such entities.
- The providers chosen by the Insurance Company whose intervention is required in order to manage the cover offered by the policy.
- SEPBLAC in order to fulfil the legal requirements.
- The Directorate General of Insurance and Pension Funds in accordance with the legal provisions.
- The Tax Administration competent for the fulfilment of strictly legal and tax purposes.
- The Public Administration in connection with the competences assigned it.
- In the event of insurance cover of death, the General Register of Last Wills and Testaments managed by the Directorate General of Registries and Notaries, in compliance with applicable legislation.

#### COMMERCIAL COMMUNICATION

In compliance with the provisions of Article 21.2 of Law 34/2002 of 11 July on information society and e-mail services, please note that the Insurer may send you information and advertising about the products and services it markets that are similar to that contracted by yourself. The data subject may object at any time to the sending of such electronic commercial communication by sending an e-mail with the subject line "BAJA COMUNICACIONES" [DECLINE COMMUNICATIONS] to the following address: [baja.cliente@europ-assistance.es](mailto:baja.cliente@europ-assistance.es).

#### PROCESSING OF MEDICAL DATA

The Insurance Company informs you that in order to manage the claims deriving from the policy and the cover it includes, it needs to process personal data relating to your health, whether obtained through the medical questionnaire or in any other manner in the future, during the term of the contract or which the Insurance Company may obtain from third parties (whether national or international public or private medical centres and/or other healthcare professionals, tests and procedures or additional medical examinations that may be required by the Insurance Company or other public or private entities).

#### PROCESSING OF THIRD PARTY DATA

If supplying third party data, the policy contractor must have obtained their prior authorisation to transfer the data to the Insurance Company for the purposes agreed herein.

#### FOR HOW LONG WILL WE KEEP THE DATA?

Unless you have consented, we will only keep your data for as long as you remain our client and keep a contract in place with us.

From this moment on, only the minimum data necessary in relation to operations and transactions performed will be kept, duly blocked (i.e. available to the corresponding authorities and for the entity's own defence), to allow us to process any claims that have not expired. In general, the applicable deadlines are 10 years for the Law on the Prevention of Money Laundering, if applicable, and 5 years for processing claims for insurance policies covering personal injury.

Once these deadlines have passed, the data will be definitively erased. If you are not a client and have requested a contract, we will only keep your data for as long as the offer assigned you is valid or, if no deadline has been set, for the legal term.

#### WHAT RIGHTS DO YOU HAVE?

By writing to Europ Assistance S.A., Spanish Branch, C/. Orense, 4 28020, Madrid, indicating "Protección de Datos" [Data Protection] in the reference and attaching a photocopy of your identification document, you can exercise the following rights, free of charge, at any time:

- Revoke consent given to process and disclose your personal data.
- Access your personal data.
- Correct any inexact or incomplete data.
- Request the deletion of your data when, amongst other reasons, the data is no longer necessary to the purpose for which it was collected.
- Object to the processing of your data.
- Request your data portability.
- Make a complaint to the Spanish Data Protection Authority by writing to: Calle de Jorge Juan, 6, 28001 Madrid, if you believe that Europ Assistance S.A, Spanish Branch has breached your rights as granted you by data protection legislation.

To do so, the data subject can contact the Data Protection Officer (DPO) by writing to Europ Assistance, S.A., Spanish Branch, C/. Orense, número 4, 28020 Madrid, or by e-mailing [delegadoprotdatos@europ-assistance.es](mailto:delegadoprotdatos@europ-assistance.es).

#### 8. PROCESSES IN THE EVENT OF A COMPLAINT BY THE INSURED PARTY

**EUROP ASSISTANCE** offers Insured Parties a Complaint Service, the Regulation of which is available on the web page [www.europ-assistance.es](http://www.europ-assistance.es). Policy holders, insured parties, beneficiaries, damaged third parties or assignees of any of the foregoing may submit complaints in the "Client Protection" section of the website or by writing to the Complaints Service:

Address: Servicio de Reclamaciones [Complaints Service]

Cl. Orense, 4 – Planta 14  
28020- MADRID  
[reclamaciones@europ-assistance.es](mailto:reclamaciones@europ-assistance.es)

Said Service, which operates autonomously, will process and settle written complaints addressed to it within two months of receipt, in compliance with Order ECO/734/2004 of 11 March and Law 44/2002 of 22 November.

If the Complaints Service has been contacted to no avail, the complainant may make his complaint to the Complaints Service offered by the Directorate General of Insurance and Pension Funds, addressing it to:

Pº de la Castellana, 44  
28046- MADRID

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

PROVISIONAL OFFICE:  
C/ Miguel Angel, 21 4ª Planta.  
28010 MADRID

### **9. SUBROGATION**

**EUROP ASSISTANCE** shall subrogate, up to the total cost of the services it provides, in the rights and actions of the Insured Party against any person responsible for the events causing it to intervene. When the cover offered in implementation of this Contract is covered fully or partially by another Insurer or by any other institution or person, **EUROP ASSISTANCE** shall subrogate in the rights and claims of the Insured Party against said company or institution.

To this end, the Insured Party undertakes to collaborate actively with **EUROP ASSISTANCE**, providing any assistance or certifying any documents as may be considered necessary.

### **10. LEGISLATION AND JURISDICTION**

The Insured Party and **EUROP ASSISTANCE** agree to submit to Spanish legislation and jurisdiction for the effects of this contract.

The court of the Habitual Domicile of the Insured Party shall be competent to rule on any claims deriving from the contract.

## **COVER OFFERED**

### **1.- Damages to a Holiday Home**

**EUROP ASSISTANCE** will reimburse the Insured Party up to the limit corresponding to the option contracted (250 € - 500 € - 1.000 € - 1.500 €) for the cost of the repair of any malfunctions caused by the Tenant to the Holiday Home, as long as said malfunctions were caused by the Tenant accidentally or unexpectedly and as a result of the normal stay by the Tenant during the rental period contemplated by the contract.

**Cover expressly excludes any malfunctions to the Holiday Home and/or its contents that, whether or not covered by any other policy, derive from:**

- any cause or circumstances not the fault of, or not caused directly by the tenant
- weather damages
- breakage or blowout of depots, heaters or pipes
- vehicle impacts

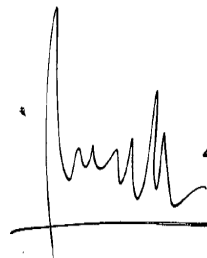
- acts of vandalism or ill-intentioned individuals
- theft, robbery or attempted robbery and related malfunctions of any type
- mugging inside or outside the home
- disappearance, damages or theft of money, valuables or jewels
- lack of maintenance, inherent vice, wear and tear
- malfunction of property of the Tenant
- third party liability of any type for damages to third parties
- electrical damage for network overvoltage, lightning strike
- personal injury of tenants or suffered by them for any cause or circumstances

The party signing below acknowledges that it has, on this same date, received all the information required by the Regulation implementing the Law governing the Management, Supervision and Solvency of Insurers and Reinsurers, in writing and before signing the Contract.

Read and agreed by the Policy Holder, who expressly accepts the clauses setting out limitations and exclusions contained in the General, Specific and Special Conditions of this policy.

Europ Assistance S.A.  
Spanish Branch

The Contractor



Europ Assistance, S.A.  
Spanish Branch