

## PARTICULAR CONDITIONS

### TAILORED TRAVEL ASSISTANCE FOR PEOPLE

**ALL THE ITEMS, AND THEIR LIMITS, INCLUDED IN THE GENERAL CONDITIONS OF THIS POLICY ARE THE PURPOSE OF THIS INSURANCE**

**INSURED PARTIES:** Each one of the physical persons who are clients of the travel agency associated with the Policyholder and who have been communicated as such by the agency, and whose names appear on the issued Certificates are Insured Party Parties.

When the habitual residence of an insured party is in Spain, and they are of Spanish nationality, the territorial scope of the Private Civil Liability coverage is the whole world. When the habitual residence of an insured party is not in Spain, or their nationality is not Spanish, the Civil Liability guarantee is valid only for claims occurring in Spain

**TEMPORARY VALIDITY:** TEMPORARY MODALITY: 120 DAYS

#### **TERRITORIAL SCOPE:**

The insurance is exclusively valid for the **SPAIN, ANDORRA, EUROPE AND COUNTRIES BORDERING THE MEDITERRANEAN OR IN THE WORLD**, according to the destination of the holiday, trip or accommodation contracted with the Policyholder.

When the Insured Party is travelling on any type of land, maritime or air vehicle, the Insurer will not be obliged to provide any type of service that will be provided as soon as the Insured Party is on the land.

Those countries which, during the Insured Party's trip or travels, are in a state of war or siege, insurrection or conflict of any kind or nature, even when they have not been officially declared, and those that specifically appear on the receipt or in the Particular Conditions are excluded from the coverage.

It is expressly agreed that the Insurer's obligations derived from the coverage of this policy, end the moment the Insured Party returns to their habitual residence, or when they have been admitted to a health centre located close to their habitual residence.

**Insured parties whose habitual residence is abroad:**

In the event that the Insured Party's habitual residence is abroad, and they have taken out the policy for their trip to Spain online, the premiums will be charged according to the continent of origin. i.e. If the Insured Party's habitual residence is in Europe, the premium charged will be 'Continental', if their continent of origin is Africa, America, Asia or Oceania, the premium charged will be 'Transcontinental'. For the purposes of benefits of the coverages and compensation limits described in each policy, the INSURED PARTY'S domicile is their habitual residence in their different countries of origin, such that when the word Spain appears, it is understood to be the INSURED PARTY'S country of origin, and thus when abroad appears, it is understood as being abroad from Spain.

When that Insured Party, whose habitual residence is abroad, travels to another country (on a trip contracted through a travel agency located in Spain), the territorial scope to be applied is that which is highest when comparing the source country with that of destination.

In any case, coverages included in this contract for Insured Parties who are not residents in Spain are limited to trips whose destination is not their country of residence, i.e. trips to their country of residence are excluded.

The maximum duration of the travel cannot exceed 120 days.

#### **Sports and/or adventure activities**

The following activities are understood to be included within the coverage scope of this policy, provided they are not the main reason for the trip and are not carried out professionally and/or competitively:

Athletics, gym activities, rancheras (capeas, etc.), basketball, motor boats (with driver), bicycle rides, canoeing, curling, shooting sports/small game hunting, balloon excursions, hiking in general, jogging, football, golf, pedal boats, ball games, beach games and other beach and camping activities, karting, kayak, jet skis, snowmobiles, swimming, sailing, orientation, paddle surfing, paddle tennis, paintball, helicopter tours, skating, fishing, canoeing, Tibetan bridge, snow-

walking, artificial rock-climbing, 4x4 routes, segway, mountain walking, snorkelling, surfing and windsurfing, tennis, zip line, trekking below 3,000 metres altitude, sledding in ski resorts, sledding with dogs (mushing) and equestrian tourism.

Activities carried out at altitudes higher than 3,000 metres are expressly excluded.

## COVERAGE AND LIMITS

The items, with their limits, that appear as contracted in the following coverage table are the purpose of this contract.

<u>COVERAGE</u>	<u>Spain</u>	<u>Europe</u>	<u>The World</u>	<u>Andorra</u>
<b>ASSISTANCE COVERAGE</b>				
7.1.1 MEDICAL AND HEALTH CARE ASSISTANCE	€1000	€10000	€15000	€1000
7.1.1.1 DENTAL EXPENSES	€200	€200	€200	€200
7.1.4 REPATRIATION OR TRANSPORTATION OF THE INJURED OR ILL PARTY	100% of the cost			
7.1.5 TRAVEL FOR A RELATIVE IN CASE OF HOSPITALISATION	100% of the cost			
7.1.5.1 ACCOMMODATION EXPENSES FOR THE FAMILY MEMBER:	€0	1000€	€1000	€1000
7.1.5.2 ACCOMMODATION EXPENSES FOR THE FAMILY MEMBER IN SPAIN	€1000 €100/day	€100/day €0	€100/day €0	€100/day €0
7.1.6 CONVALESCENCE IN A HOTEL	€1000 €100/day	€1000 €100/day	€1000 €100/day	€1000 €100/day
7.1.7 REPATRIATION OR TRANSPORTATION OF A DECEASED INSURED PARTY	100% of the cost			
7.1.8 REPATRIATION OR TRANSPORTATION OF OTHER INSURED PARTIES	100% of the cost			
7.1.9 REPATRIATION OR TRANSPORTATION OF MINORS OR DISABLED PEOPLE	100% of the cost			
7.1.11 EARLY RETURN DUE TO SERIOUS INCIDENT IN THE INSURED PARTY'S HOME OR WORK PREMISES	100% of the cost			
7.1.12 DELIVERY OF MEDICINES ABROAD	100% of the cost			
7.1.13 SENDING URGENT MESSAGES	Arag Serv.	Arag Serv.	Arag Serv.	Arag Serv.
7.1.15 EARLY RETURN DUE TO HOSPITALISATION OF A RELATIVE	100% of the cost			
7.1.16 EARLY RETURN DUE TO THE DEATH OF A RELATIVE	100% of the cost			
7.1.17 ADVANCE OF FUNDS WHEN ABROAD	€0	€1500	€1500	€1500
7.1.25 EXPENSES INCURRED DUE TO KIDNAPPING	€2000	€2000	€2000	€2000
7.1.29 INFORMATION SERVICES	Arag Serv.	Arag Serv.	Arag Serv.	Arag Serv.
<b>LUGGAGE COVERAGE</b>				
7.2.1 THEFT AND DAMAGE TO LUGGAGE	€500	€500	€500	€500
7.2.2 DELAY IN THE DELIVERY OF CHECKED LUGGAGE	€150	€150	€150	€150
7.2.3 SEARCH, LOCALISATION AND DELIVERY OF LOST LUGGAGE	100% of the cost			
7.2.4 DELIVERY OF ITEMS THAT HAVE BEEN FORGOTTEN OR STOLEN DURING THE TRIP	€120	€120	€120	€120
<b>COVERAGE FOR DELAYS AND LOSS OF SERVICES</b>				
7.3.2 DELAY IN THE TRIP DUE TO DEPARTURE OF THE CHOSEN MEANS OF TRANSPORTATION	€180 €60 every 6 hours' delay			
7.3.3 MANDORY EXTENSION OF TRAVEL	€180 €60 every 6 hours' delay			
7.3.5 CHANGES IN SERVICES INITIALLY CONTRACTED				
7.3.5.1 CHANGE OF HOTEL/APARTMENT	€180 €60/day	€180 €60/day	€180 €60/day	€180 €60/day
7.3.5.2 ALTERNATIVE TRANSPORTATION DEPARTURE	€180 €60 every 6 hours' delay			
7.3.7 DELAY IN THE TRIP DUE TO ARRIVAL OF THE CHOSEN MEANS OF TRANSPORTATION	€180	€180	€180	€180
7.3.9 MISSING CONNECTING FLIGHTS OR TRANSPORTATION	€250	€250	€250	€250
<b>CANCELLATION OF TRAVEL AND REIMBURSEMENT OF HOLIDAYS COVERAGE</b>				
7.4.1 CANCELLATION OF TRAVEL	€600	€600	€600	€600
7.4.2 TRAVEL CANCELLATION DUE TO FORCE MAJEURE	Serv. contract.	Serv. contract.	Serv. contract.	Serv. contract.
7.4.3 REIMBURSEMENT OF HOLIDAYS NOT SPENT	€3000	€3000	€3000	€3000
<b>SPECIAL COVERAGES</b>				
7.5.1 HELP FOR RELATIVES LIVING IN THE HOSPITALISED INSURED	€120	€120	€120	€120

PARTY'S HOME				
7.5.2 ALTERNATIVE TRANSPORT DUE TO MISSING CONNECTING FLIGHTS OR TRANSPORTATION	€400	€400	€400	€400
7.5.3 LEGAL CONSULTING ABROAD	Arag Serv.	Arag Serv.	Arag Serv.	Arag Serv.
7.5.4 MANAGEMENT EXPENSES FOR LOST OR STOLEN DOCUMENTS	€180	€180	€180	€180
7.5.5 DEFENSE OF CRIMINAL RESPONSIBILITY ABROAD	€0	€3000	€3000	€3000
7.5.6 REPATRIATION DUE TO SUPPLIER BANKRUPTCY	€750	€750	€750	€750
<b>COMPLEMENTARY PERSONAL ACCIDENTS INSURANCE</b>				
24H PERSONAL ACCIDENTS - DEATH	€6000	€6000	€6000	€6000
24H PERSONAL ACCIDENTS - DISABILITIES	€6000	€6000	€6000	€6000
PERSONAL ACCIDENTS MEANS OF TRANSPORTATION - DEATH	€6000	€6000	€6000	€6000
PERSONAL ACCIDENTS MEANS OF TRANSPORTATION - DISABILITIES	€6000	€6000	€6000	€6000
<b>COMPLEMENTARY CIVIL LIABILITY INSURANCE</b>				
PRIVATE CIVIL LIABILITY	€60000	€60000	€60000	€60000

#### **CRUISES 50% SURCHARGE ON THE INDICATED PREMIUMS**

**PAYMENT OF PREMIUMS TO ARAG:** ARAG will present for collection, and on a monthly basis, the total amount of the invoices produced by the travels that have been communicated by the Policyholder, to be paid into their current Bank account, whose data will have been provided to us before entry into force of this policy.

**COMMUNICATION OF TRAVEL:** The Policyholder will communicate to ARAG all the data regarding the travellers (names, destinations, duration of the trips) before those trips begin. Likewise, the Policyholder will have provided ARAG with all the documents related to the Insured Party of this contract, so that the Insurer can verify the accuracy of the data of the travellers communicated by the Policyholder.

To the effect that the Policyholder's clients, who will be insured by this policy, are aware of the items that are covered by this insurance, ARAG will deliver Vouchers for the Policyholder to distribute among their clients, which will be the only valid document that certifies them as an Insured Party of this policy.

The Policyholder will include the start and end date of each travel in all the Vouchers that they distribute.

**SERVICE DELIVERY:** The services provided in this policy will be delivered through **ARAG S.E., SUCURSAL EN ESPAÑA**

To facilitate the urgent provision of services, **ARAG** will provide the Insured Party with documentation regarding their rights, as well as instructions and emergency telephone numbers.

**ARAG's** telephone number is **93 300 10 50** if the call is made from Spain and **+ 34 93 300 10 50** if it is made from abroad.

If the Insured Party is in a country that allows them to make collect calls, the Insurer will accept the call.

In any case, the Insured Party may request the Insurer to reimburse the cost of calls made to the Company, provided that this cost is duly documented and justified.

**- The Policyholder knows and expressly accepts the limiting clauses of this policy and declares having received the General Conditions together with this document.**

#### INFORMATION TO THE INSURED

Prior to signing this contract, the Policyholder has received the following information, in compliance with the provisions of Article 96 of Act 20/2015 of 14 July, on the Organisation, Supervision and Solvency of Insurance and Reinsurance companies, and Articles 122-126 of its regulations:

- The Insurer is ARAG SE, a German company whose registered office is in Düsseldorf, at ARAG Platz no.1, the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) being responsible for supervising and monitoring of its activity. It is authorised to operate in Spain under the right of establishment through its branch ARAG SE, Sucursal en España, with Tax ID number W0049001A, and registered offices in Madrid, Calle Núñez de Balboa, 120; it is listed in the Registro administrativo de la Dirección General de Seguros y Fondos de Pensiones under reference E-210.

The Insurer declares that, in the event of its liquidation, Spanish regulations with regard to liquidation will not be applied.

- The law applicable to the Insurance Contract is Spanish, in particular, Act 50/1980 of 8 October, on Insurance Contracts.

- In the event of any dispute with the Insurer, the Policyholder or Insured may seek redress through arbitration or through the ordinary Spanish courts of law.

Please note that ARAG SE, Sucursal en España offers its insured customers the following Customer Service contact numbers depending on the procedures they wish to carry out:

- For modifications and/or inquiries about the policy contracted you can call the telephone number 93 485 89 07 - 91 566 16 01, or send an email to [atencioncliente@arag.es](mailto:atencioncliente@arag.es)

- For submitting complaints and/or claims to the company, the ARAG S.E. Sucursal en España has a Customer Service Department at c/ Roger de Flor, 16, 08018-Barcelona, email: [dac@arag.es](mailto:dac@arag.es), website: [www.arag.es](http://www.arag.es) to attend to and resolve complaints by insured persons in connection with their legally recognised rights and interests. The Department will resolve the issue within two months from the date on which the complaint was submitted.

- In the event of disagreement with the resolution adopted by the Customer Service Department, or if a period of two months has passed without a response being received, the claimant may contact the Servicio de Reclamaciones de la Dirección General de Seguros y Fondos de Pensiones at Paseo de la Castellana, 44, 28046 - Madrid, or the website: [www.dgsfp.mineco.es](http://www.dgsfp.mineco.es) and the telephone number 902 19 11 11.

- You can view the Report on the insurer's solvency and financial situation at <https://www.arag.com/company/financial-figures>.

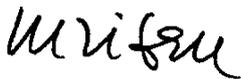
- By providing bank details for payment of the insurance premium, the Policyholder/Insured party authorises the relevant amount to be charged to the account detailed in this document, or to any other account notified to the Insurer for this purpose, throughout the duration of the Contract,

ISSUED IN MADRID, July 16, 2019

*For the Company*

THE  
POLICYHOLDER

*P.P.*



*CEO*

*Member of GEC*

**INFORMATION REGARDING DATA PROTECTION**

Data processor	ARAG SE, Sucursal en España C/ Núñez de Balboa 120 28006 - MADRID NIF W00490001A <a href="mailto:atencioncliente@arag.es">atencioncliente@arag.es</a>
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	<a href="http://www.arag.es">www.arag.es</a>
Data Protection Officer contact details	<a href="mailto:dpo@arag.es">dpo@arag.es</a> C/Roger de Flor 16 08018 Barcelona
Purpose of processing	Underwriting and execution of the insurance contract
Authentication	Execution of the insurance contract
Recipients	No data will be transferred to third parties unless: prior consent is given, it is an obligation provided for in regulations, or for legitimate interest.
International transfers	May be necessary, during certain assistance services, for the execution of the contract.
People's rights	Individuals can access, rectify or delete their data, oppose their processing and request their limitation of transfer by sending their request to: <a href="mailto:lopd@arag.es">lopd@arag.es</a>
Additional Information	Additional and detailed information on data protection can be viewed on our website: <a href="http://www.arag.es">http://www.arag.es</a>

#### Data processor

The entity responsible for processing personal data is ARAG SE, Sucursal en España, whose NIF is W0049001A and registered address is C/ Núñez de Balboa no. 120, 28006 Madrid. Email: [atencioncliente@arag.es](mailto:atencioncliente@arag.es) Webpage: [www.arag.es](http://www.arag.es). You can contact the Data Protection Office at [dpo@arag.es](mailto:dpo@arag.es).

#### Purpose and recipients

The information provided will be processed for the purpose of establishing, managing and developing contractual relationships between you and the data processor, as well as for the prevention of fraud.

We will also process your personal data to inform you about our products and for quality control purposes in the provision of the guarantees of your insurance contract.

We will not pass on your personal data to third parties except in the following cases: applicable regulations oblige us to, for legitimate interests or with prior consent from the owner of the data.

Your data will be accessible to ARAG SE, Sucursal en España third-party collaborators who intervene in the formalities arising from underwriting the insurance and the effective provision of its guarantees.

If you need assistance and you are outside the European Union, we may need to transfer your personal data to other countries in order to effectively fulfil the guarantees of your insurance contract.

Your data will be kept during the validity of the insurance contract. After its termination, they will be blocked during the legally required periods for the purpose of determining any liability arising from their processing. Once the statutory limitation periods have elapsed, the data will be deleted.

#### Authentication

The legal basis for processing your personal data is the execution of the insurance contract you have signed with this insurance company. Providing your data is essential for the formalisation of this insurance contract, which is not possible without them.

The legal basis for processing the data for direct marketing and satisfaction surveys is a legitimate interest in meeting your expectations as a customer and improving the quality of the service received. You can oppose the processing of your data at any time in the manner described in the Rights section.

The legal basis for transferring data to third parties is constituted by provisions in insurance regulations that either protect the legitimate interest of the entity or impose specific obligations on it for the development of its activity, in regard to the insurance contract (Law 50/1980 on Insurance Contract), regulations on ordination, supervision and solvency (Law 20/2015 on Ordination, Supervision and Solvency of insurance and reinsurance entities) and other regulations governing insurance activity.

The legal basis for transferring your data to a country outside the EU is the need to execute the guarantees provided in your policy.

### **Rights**

You have the right to access your personal data subject to processing, as well as request the rectification of inaccurate data or, where appropriate, request its deletion when the data is no longer necessary for the purposes for which it was collected. You can also exercise your rights of opposition and limitation to the processing and transfer of the data.

You can exercise your rights by writing to the data processor, ARAG SE, Sucursal en España, by email [lopd@arag.es](mailto:lopd@arag.es) or if you prefer, by post addressed to C/ Roger de Flor, 16, 08018, Barcelona (include "Attention to: 'Data protection'" on the envelope). Please include or attach a copy of your ID or passport. In the event that your above rights request is not complied with, you can submit a complaint to the Spanish Data Protection Agency ([www.agpd.es](http://www.agpd.es)).

### **Third party(s) personal data**

Regarding other individuals' personal data that must be given to ARAG SE, Sucursal en España, in order to formalise this policy, they must be informed - prior to the communication of their data - of the information contained in the preceding paragraphs.

## **GENERAL CONDITIONS**

### **TAILORED TRAVEL ASSISTANCE FOR HOLIDAY PEOPLE**

#### **Introduction**

This insurance contract is governed by the provisions of these General Conditions and the policy's Particular Conditions, in accordance with that established Law 50/1980 of October 8 on Insurance Contracts, and Law 20/2015, of July 14, on the organisation, supervision and solvency of insurance and reinsurance entities.

#### **Definitions**

Definitions of terms in this contract:

##### **Insurers**

ARAG S.E., Subsidiary in Spain, which assumes the risks established in the policy.

##### **Policyholder**

The individual or legal entity that has taken out this contract with the Insurer responsible for the obligations deriving from it, except those that by their nature must be fulfilled by the Insured Party.

##### **Policyholder**

The natural person outlined in the Particular Conditions who, in default of the Policyholder, assumes the obligations derived from the contract.

##### **Relatives**

The Insured Party's family, their spouse or person who lives with them, their ascendants and descendants in the first degree - parents, children, grandparents, grandchildren - brothers, sisters, uncle, aunt, nephew, niece, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law or in-laws of both are considered covered.

##### **Congenital disease**

Congenital disease is one that already exists at birth.

##### **Policy**

The contractual document that contains the Regulatory Insurance Conditions. They are an integral part of the General Conditions, Particular ones that individualise each risk, and any appendixes or annexes that are attached to complete or modify them.

##### **Premium**

The price of insurance. The receipt will also contain legally applicable surcharges and taxes.

#### **1. Purpose of the insurance**

Through this Travel Assistance insurance contract, the Insured Party travelling within the covered territorial scope will be entitled to the different assistance services that make up the traveller protection system, which includes medical and health services, as well as various complementary benefits.

#### **2. Insured Parties**

The natural persons listed in the Particular Conditions, or in the vouchers or certificates issued through the Internet.

#### **3. Temporary validity**

In Temporary Policies, duration refers to that specified in the Particular Conditions or the voucher or certificate issued through the Internet.

#### 4. Territorial scope

The coverages established in this Policy are valid for events that occur in Spain, Europe, throughout the World and Andorra, according to what has been specified in the Particular Conditions.

The benefits covered by this Policy will take place when the Insured Party is outside the region of their habitual residence

#### 5. Payment of premium

The Policyholder is obliged to pay the premium as soon as the contract is finalised. Successive premiums must be paid on the date of the corresponding maturities.

**If there is no location specified in the Particular Conditions for the payment of the premium, it must be paid at the Policyholder's address.**

In cases of non-payment of the first annuity, the effects of the coverage will not begin and the Insurer may terminate or demand payment of the agreed premium. Non-payment of any other successive annuities will result in - after one month has elapsed since expiration - the suspension of the coverage insured by the policy. **In any case, coverage will take effect on midnight of the day the Insured Party pays the premium.**

The Insurer can claim payment for an outstanding premium within a period of six months, counting from the date of expiration.

#### 6. Information regarding risk

The Policyholder has the duty to declare to the Insurer, before the formalisation of the contract, all the circumstances known to them that may influence the risk assessment, according to the questionnaire submitted to them. They will be exempt if the Insurer does not give them a questionnaire or when, even if they have been given the questionnaire, there are circumstances that may influence the risk assessment and have not included in the questionnaire.

The Insurer may terminate the contract within a period of one month, starting from the moment the difference or inaccuracy of the Policyholder's declaration is made known to them.

During the term of the contract, the Insured Party must notify the Insurer, as soon as possible, of any modifications to the circumstances declared in the questionnaire mentioned in this article that might aggravate the risk and are of such a nature that if they had been known by the Insurer at the time of the formalisation of the contract, that entity would not have formalised it or it would have done so under more serious conditions.

Once an increase in the risk is known, the Insurer may, within a period of one month, either offer a modification of the contract or terminate it.

If there is a risk reduction, the Insured Party is entitled, from the next annuity, to a reduction in the amount of the premium in proportion to the reduction of the risk.

#### 7. Guarantees covered

As soon as ARAG is notified, in accordance with the procedure indicated in Article 10, of an incident covered by this policy, ARAG guarantees the provision of the following services:

##### 7.1.1 Medical and health care assistance

ARAG, **up to the limit indicated in this policy's Particular Conditions**, will cover expenses corresponding to any health professionals and/or centre intervention required for the care of the sick or injured Insured Party, **provided that said intervention has been carried out in accordance with the Insurer's medical team.**

The following services are expressly included, without limitation:

- a) Treatment by emergency medical teams.
  - b) Complementary medical examinations.
  - c) Hospitalisations, treatments and surgeries.
  - d) Supply of medication when hospitalised or reimbursement of its cost for injuries or illnesses that do not require hospitalisation.
- The successive payment of medications or pharmaceutical expenses that derive from any process that is or becomes chronic are excluded from this coverage.**

In case of vital emergency as a result of an unpredictable complication of a chronic, congenital or pre-existing illness, ARAG **will cover only for the costs of emergency medical assistance carried out within the first 24 hours from admission into hospital.**

Except in case of emergency or force majeure, **the Insurer will, through its medical team, will decide which medical centre the Insured Party will be referred to according to the injury or illness suffered.**

In the case of illnesses or accidents occurring within the scope of contracted coverage, if the Insurer's medical team decides that given the seriousness of the case the Insured Party **requires long-term treatment**, ARAG will arrange transfer of the Insured Party to their habitual residence in order to receive such treatment through their usual healthcare supplier in their habitual place of residence. **In the event that the Insured Party does not accept said transfer, the Insurer's obligations to pay for services covered by this guarantee will immediately cease.**

**Long-term treatment means any treatment that exceeds 60 days from the date of diagnosis.**

Likewise, and **up to the limit indicated in this policy's Particular Conditions**, ARAG will cover expenses for acute dental issues, understood as such by infection or trauma requiring emergency treatment.

#### **7.1.4 Repatriation or transportation of the injured or ill party**

In the event of an accident or illness, ARAG will be responsible for:

- a) The cost of transportation by ambulance to the nearest clinic or hospital.
- b) Revision by a Medical Team, led by the doctor who treats the injured or ill Insured Party, to determine the suitable measures for the best treatment and eventual transfer to another more appropriate Hospital, Health Centre or their habitual residence.
- c) The cost of transporting the injured or ill person, by the most suitable means, to the prescribed hospital, health centre or their habitual residence.

**The means of transport used will in each case be decided by the Insurer's Medical Team according to the urgency and severity of the case. Exclusively in Europe and countries bordering the Mediterranean, and always at the discretion of the Insurer's Medical Team, a specially conditioned medical aeroplane may be used.**

**If the Insured Party is admitted to a hospital or health centre far from their habitual residence, ARAG will be responsible for the subsequent transfer to their habitual residence.**

In the event that the Insured Party does not live in Spain, they will be repatriated to the location where their trip began in Spain.

#### **7.1.5 Travel for a relative in case of hospitalisation**

If the ill or injured Insured Party's condition requires hospitalisation **for a period exceeding five days**, ARAG will arrange a round-trip travel, by plane (economy class) or train (1st class) for a relative of the Insured Party or the person designated by them, so that they can accompany them during their hospitalisation.

ARAG will also pay, in concept of the companion's accommodation expenses and upon presentation of the corresponding invoices, **up to the daily limit established in the policy's PARTICULAR CONDITIONS, for a maximum period of 10 days.**

#### **7.1.6 CONVALESCENCE IN A HOTEL**

If medical recommendations do not allow the ill or injured Insured Party to return home, ARAG will cover the hotel expenses incurred by the convalescence **up to the total daily limit established in the policy's PARTICULAR CONDITIONS, and for a maximum period of 10 days.**

#### **7.1.7 Repatriation or transportation of a deceased Insured Party**

Should the Insured Party pass away during a trip, ARAG will arrange for the transfer of the body to the place of burial in the country the insured trip began, which was expressly declared by the Insured Party at the time of contracting the insurance and for which they have paid the corresponding premium, as indicated in the policy's Particular Conditions, and will cover those expenses. These costs include postmortem conditioning according to legal requirements.

**Burial and ceremony costs are not included.**

In the event that the Insured Party does not live in Spain, they will be repatriated to the location where their trip began in Spain.

#### **7.1.8 Repatriation or transportation of other Insured Parties**

When, pursuant to the coverage established in 7.1.4 or 7.1.7, an Insured Party has been repatriated or transferred, due to illness, accident or death, the Insurer will cover the transport of up to two insured companions to that residence or place of hospitalisation, **provided they were included in this policy or in another ARAG policy (which must necessarily include coverage for repatriation of companions) for the same trip.**

When the insured companions are family (according to the description contained in these general conditions) the aforementioned limit of two insured companions will not be applicable.

**ARAG can replace the Insured Parties in order to claim for any travel tickets purchased and not used, as established in article 10 of these general conditions.**

#### **7.1.9 Repatriation or transportation of minors**

If the Insured Party who has been repatriated or transferred pursuant to the coverage established in 7.1.4 or 7.1.7, were the only adult travelling with **children aged under fifteen or people with disabilities**, and they meet the condition of Insured Party according to this policy, ARAG will arrange and cover the round-trip travel of a steward or person designated by the Insured Party to accompany them home.

#### **7.1.11 Early return due to serious incident in the Insured Party's home or work premises**

ARAG will cover the cost of a return ticket for the Insured Party if they need to return home early because of serious damage to their main residence or professional premises - provided that the Insured Party is the direct operator or self-employed - caused by fire, and provided the fire has led to the intervention of firefighters; theft reported to the police authorities or serious flood. The presence of the Insured Party has to be essential for any of these cases, they cannot be situations that can be resolved by a family member or a person they trust, and the event must have occurred after the start date of the trip. Likewise, ARAG will cover a second ticket for the transportation of the person accompanying the Insured Party on that same trip, provided that this second person is insured by this policy.

#### **7.1.12 DELIVERY OF MEDICINES ABROAD**

In the event that the Insured Party needs medication that they cannot find abroad, ARAG will cover the costs of locating it and delivering it to them through the fastest method possible subject to local legislations. **This clause is void if the medication is no longer manufactured and is unavailable through the usual channels of distribution in Spain.**

**The Insured Party will reimburse the Insurer for the cost of the medication upon presentation of the invoice for its purchase.**

#### **7.1.13 Sending urgent messages**

ARAG will cover the expenses of urgent messages issued by the Insured Party deriving from an event covered by this policy.

#### **7.1.15 Early return due to the hospitalisation of a relative**

In the event that the Insured Party must interrupt their trip because of the hospitalisation of one of their relatives - understood as such in accordance with this Policy's General Conditions - due to an accident or serious illness **requiring hospitalisation for at least 1 night, occurring after the start date of the trip**, ARAG will cover transportation costs for the Insured Party and up to two companions (included in the same travel insurance contracted with the Travel Agency and who also meet the condition of being covered by this insurance policy), by plane (economy class) or train (1st class), from their location to their habitual residence in Spain.

**Anticipated returns that have not been requested or not arranged by ARAG will not be reimbursed.**

#### **7.1.16 Early return due to the death of a relative**

If any of the Insured Party(s) must interrupt their trip because of the death of a family member, according to the definition described in the policy's General Conditions, ARAG will cover round-trip transportation costs, by plane (economy class) or train (1st class), from where they are to the burial location in Spain.

Alternatively, at their choice, the Insured Party may opt for two airline (economy class) or train (1st class) tickets, to their habitual residence.

**Anticipated returns that have not been requested or not arranged by ARAG will not be reimbursed.**

#### **7.1.17 Advance of funds when abroad**

In the event that the Insured Party is unable to access financial resources by the means initially planned, such as travel checks, credit cards, bank transfer or similar, and they are unable to continue their trip because of that, ARAG will advance funds to them, provided ARAG is given a deposit or guarantee for that advance, **up to the amount established in the policy's SPECIAL CONDITIONS. These advanced funds must always be returned within a maximum period of thirty days.**

#### **7.1.25 Expenses incurred due to kidnapping**

In cases where the public transportation taken by the Insured Party is hijacked, the Insurer will pay, as expenses and upon presentation of supporting documents, for the continuation of the trip or a return ticket home, **up to the limit established in the PARTICULAR CONDITIONS.**

#### **7.1.29 Information services**

When the Insured Party needs information regarding the countries they are going to visit, for instance information relating to entry obligations, such as visas and vaccines; economic or political information; data on its population, language, health care, etc., ARAG can provide such general information through the telephone number indicated in this policy, that can also be called collect.

#### **7.2.1 Theft and damage to luggage**

Compensation for damage and/or loss of the Insured Party's luggage or personal effects is guaranteed in cases of theft or total or partial loss caused by the carrier or fire or assault occurring during the course of the trip, **up to the limit established in the policy's PARTICULAR CONDITIONS.**

**50% of the total luggage amount insured can be destined for coverage of cameras and photography, radio, sound, image devices or electronic equipment, as well as their accessories.**

**This clause excludes theft and simple loss that occurs because of the Insured Party's fault, as well as jewellery, money, documents, valuables and sports and computer equipment.**

**For purposes of detailing the above exclusions, the following shall apply:**

- **Jewellery: set of objects made from gold, platinum, pearls or precious stones.**
- **Objects of value: set of silver objects, paintings and works of art, any kinds of collections, and fine furs.**

**In order to provide the required services in the case of theft, the report given to the competent authorities in the location the event occurred must be presented; and for incidents caused by the carrier company, the Insured Party must provide an incident report and proof of non-recovery of luggage 30 days after it was lost.**

#### **7.2.2 Delay in the delivery of checked luggage**

ARAG will cover, **up to the limit indicated in this Policy's PARTICULAR CONDITIONS and upon presentation of the corresponding invoices**, the costs of purchasing basic necessities, caused by a delay of 12 or more hours in the delivery of checked luggage or for accommodation of one night between the scheduled delivery time and the actual time the luggage arrived. **In no case can this compensation be accumulated with compensation for coverage of "Theft and damage to luggage".**

For this clause to be valid, **the Insured Party must provide the Insurer with a document that specifies the delay and its duration, issued by the carrier.**

#### **7.2.3 Search, localisation and delivery of lost luggage**

Should luggage be lost on a regular flight, ARAG will arbitrate and use all the means at its disposal to locate it, inform the Insured Party of the developments that occur and, where appropriate, deliver it to them at no cost.

#### **7.2.4 Delivery of items that have been forgotten or stolen during the trip**

ARAG will arrange and cover the costs of sending any items stolen and subsequently recovered, or simply forgotten by the Insured Party, **up to the limit indicated in the PARTICULAR CONDITIONS, provided that the joint cost of these objects exceeds this amount.**

### 7.3.2 Delay of the trip due to the chosen means of transportation

Should there be a delay in departure of at least six hours, the INSURER will reimburse, **up to the amount and time limit established in the PARTICULAR CONDITIONS**, additional costs for hotel, maintenance and transportation incurred because of such a delay.

**Presentation of the supporting documents and invoices that prove the delay and expenses incurred by it are essential in all cases.**

### 7.3.3 Mandatory extension of travel

When, for reasons beyond the control of the travel organiser, the INSURED PARTY cannot return home, the INSURER will cover, **upon presentation of the supporting documents and invoices**, the expenses incurred from such a situation **up to the amount and the time limit indicated in the PARTICULAR CONDITIONS**.

### 7.3.5 Changes in services initially contracted

In case of overbooking or last-minute cancellations, for aeroplane seating or hotel accommodation, which the holiday organiser is not responsible for, the INSURER will cover, upon presentation of supporting documents and invoices, the following cases:

For departure using any means of transport different to that initially planned, the INSURER shall **indemnify up to the amount and time limit indicated in the PARTICULAR CONDITIONS**.

For change of hotel/apartment, the INSURER shall **indemnify up to the amount and time limit indicated in the PARTICULAR CONDITIONS**, provided that the change is to a lower category than originally planned. **This circumstance must be verified through documentation related to those contracted services and documentation corresponding to the final hotel used.**

**The above coverages cannot be accumulated nor are they complementary to each other, since once the first cause of compensation for the concept of delay has occurred, the others are eliminated if they have their origin in the same cause.**

**The expenses covered by these guarantees refer, in any case, to those incurred at the place where the delay occurs.**

**The INSURER, in the case of compensation payments, shall replace the INSURED PARTY in rights and actions, up to the limit of the amount paid, to claim against the person responsible for the delays produced and the change of category of the contracted hotel.**

### 7.3.7 Delay in the arrival of transportation

Should there be a delay in the arrival of the public transport chosen by the INSURED PARTY of at least three hours, the INSURER will reimburse, **up to the amount and the time limit established in the PARTICULAR CONDITIONS**, additional costs of hotel, maintenance and transportation incurred due to such a delay.

**Presentation of the supporting documents and invoices that prove the delay and expenses incurred by it are essential in all cases.**

### 7.3.9 Missing connecting flights or transportation due to the delayed arrival of transportation.

If the means of public transport chosen by the INSURED PARTY is delayed by a minimum of four hours, due to technical failure, weather, natural disasters, intervention by the authorities or other persons by force, or any cause of force majeure, and this delay results in missing a connecting transportation provided for in the ticket, the INSURER will pay **up to the limit established in the PARTICULAR CONDITIONS**, the additional hotel, meal and transportation expenses that were incurred by the delay, **upon presentation of the supporting documents and invoices**.

### 7.4.1 Travel cancellation expenses

The total amount paid by the Insured Party as a deposit, and withheld as compensation for cancelling the trip, is covered by this policy, **up to the limit indicated in the PARTICULAR CONDITIONS**, provided that the trip was cancelled before its commencement and for one of the following reasons occurring after the taking out the insurance, and resulting in the Policyholder being unable to enjoy said trip during the dates contracted:

1) Due to death, hospitalisation of at least one night, serious illness or serious bodily injury of:

- The Insured Party or one of their relatives as defined in the policy's General Conditions.

- Of the person responsible for, during the trip, the Insured Party's children or disabled people under their care.
- Of the Insured Party's direct substitute in their job, provided that this circumstance results in the requirement from the Company in which they are employed preventing them from making the trip.

For purposes of detailing the above, the following shall apply:

- **Serious illness is defined as an alteration of health, verified by a medical professional, requiring that the patient remain in bed or implying the cessation of any activity, professional or personal, within the twelve days previous to the planned trip.**
- **Serious accident is defined as a bodily injury that derives from a violent, sudden, external and unintentional action, whose consequences prevent the injured person from leaving their habitual residence.**

**When the illness or accident affects any of the aforementioned persons, other than those insured by this policy, it will be considered as serious when it implies, after taking out the insurance contract, hospitalisation or bed-rest, and in the opinion of a medical professional, requires the attention and continuous care of health personnel, with medical prescription within 12 days before the start of the trip.**

**The Insured Party must immediately report the incident on the date it occurs, and the Insurer reserves the right to make a medical visit to evaluate coverage of the case and determine whether the cause really prevents the trip from taking place. However, if the illness does not require hospitalisation, the Insured Party must report the incident within 72 hours following the event that caused the cancellation of the trip.**

- 2) Serious damages to the Insured Party's main or secondary residence, or professional premises if they are the direct operator or self-employed, caused by fire, explosion, robbery or by the force of nature and their presence is essential.
- 3) Due to the dismissal of the Insured Party. In no case will this insurance be used upon termination of an employment contract, voluntary resignation or failure to pass a trial period. In any case, the insurance must have been signed before a written notification of the dismissal was given to the employee by the Company.
- 4) The Insured Party starting a new job, in a different company with an employment contract and provided that the incorporation occurred after registration of the travel and, therefore, after to taking out this Insurance policy.
- 5) Due to the Insured Party being summoned as a witness or to serve on a jury in court. Those cases where the insured party was cited before contracting the trip and insurance are excluded from coverage. For all other cases, the summons must have occurred after contracting the trip and insurance.
- 6) Being selected as a polling station staff member for state, autonomous, municipal or European elections.
- 7) If the dates of any public examinations summoned through a public body that the Insured Party will sit are announced after the insurance has been taken out. This may also affect the Insured Party as a member of the Tribunal for these exams.
- 8) Cancellation of the trip by the person who was to accompany the Insured Party on the trip and is covered by this policy, provided that the cancellation is due to one of the causes listed and, because of that cause, the Insured Party has to travel alone.
- 9) Act of aerial, terrestrial or naval piracy that makes it impossible for the insured party to start their trip on the scheduled dates.
- 10) Theft of documentation or luggage that makes it impossible for the Insured Party to start their trip
- 11) When the Insured party must pay more than €600 to the tax department - the Ministry of Economics and Public Administrations - because of their end of year tax declaration.
- 12) Non-granting of visas for unjustified reasons.  
This point is expressly excluded when the Insured party has not made the necessary arrangements to obtain a visa within the term and manner for granting them.
- 13) Forced transfer of work for a period exceeding three months.
- 14) A call for the surgical intervention of the Insured Party, including any prior medical tests that need to be carried out for such an intervention. (Including organ transplantation as a recipient or donor).
- 15) Serious complications in pregnancy where medical recommendations require the Insured Party, their spouse, de-facto partner or live-in partner to rest or to be hospitalised, and provided the complications that have arisen have occurred after taking out the insurance policy and put the continuity or development of that pregnancy at serious risk.

- 16) Declaration of a catastrophe in the Insured Party's home residence or destination of the trip.
- 17) Winning the prize of a holiday and/or trip similar to the one contracted, free of charge, in a public lottery drawn before a Notary.
- 18) Police arrest of the Insured party for non-criminal causes, occurring after the insurance has been taken out.
- 19) Delivery of a child for adoption.
- 20) Judicial summons for proceedings of a divorce that was agreed after the arranging the travel.
- 21) Extension of the Insured Party's employment contract
- 22) Granting of official scholarships that prevent the trip from being carried out.
- Unexpected call for an organ transplant for the Insured Party, a second-degree family member or relative or their companion.
- Request for the Insured Party to sign official documents before the Public Administration during their trip.
- 25) Any serious illness of children under 48 months who are insured by this policy.
- Judicial declaration of the bankruptcy of a company that prevents the Insured party from carrying out their professional activity.
- 27) Breakdown, theft or accident of the Insured Party's vehicle that makes it impossible for them to start their trip. The issue must require more than eight hours' mechanical work or an amount greater than € 600, according to the manufacturer's pricelist.
- 28) Cancellation of a wedding ceremony, when the Insured travel was for a honeymoon.
- 29) Redundancy directly affecting the Insured Party as a salaried worker or a total or partial reduction of the Insured Party's working day. This circumstance must occur after the insurance was taken out.
- 30) An urgent requirement to join the armed forces, police or fire services, provided the incorporation is notified after the insurance policy has been taken out.
- 31) A call for medical tests for the insured party or their first degree relative, made by the Public Health System as a matter of urgency, provided they are justified by the seriousness of the case.

**In any case, it is a prerequisite that this insurance is taken out at the same time as the trip covered by this insurance, or at most within the following seven days.**

#### **7.4.2 Travel cancellation expenses due to force majeure:**

ARAG will reimburse, **up to the limit indicated in this policy's Particular Conditions and subject to the specific exclusions of cancellation mentioned**, travel cancellation expenses generated by the Insured Party, invoiced according to the travel Agency or travel suppliers' general conditions, including administrative fees, provided that the Insured Party has cancelled before commencement of their travel and for one of the following reasons occurring after the taking out the insurance, preventing them from travelling on the contracted dates:

Any causes of force majeure, demonstrable or not with supporting document, other than the causes covered by section 7.4.1 "*Travel Cancellation Expenses*", occurring 24 hours before departure and immediately notified, that prevent the trip from starting on the scheduled date and time.

**When the Insured Party claims for this cause, an excess of 10% of the total amount of the trip will be applied. This coverage must be contracted at the time of reservation or at most within 24 hours from that moment. The event causing the travel cancellation must always occur after the insurance was taken out.**

#### **TRAVEL CANCELLATION EXPENSES INSURANCE SPECIFIC EXCLUSIONS**

Travel cancellations originating from:

**A) Intentional acts, as well as self-harm caused intentionally, suicide or attempted suicide.**

**B) Aesthetic treatments, treatments, recommendations against travelling by air, not or recommendations against vaccinating, inability to follow recommended preventive medicinal treatment in certain areas, voluntary interruption of pregnancy, alcoholism, consumption of drugs and narcotics, unless they have been prescribed by a doctor and**

consumed in the manner indicated.

C) Psychic, mental or nervous illnesses and depressions that do not require hospitalisations, or do so but for less than seven days.

D) Chronic, pre-existing or congenital illnesses of all travellers who have suffered decompensations or exacerbations within 30 days prior to contracting the policy, regardless of their age. This exclusion will not be applicable to points 14 and 31 of this coverage.

E) Chronic, pre-existing or congenital illnesses of the relatives, as described in the policy's General Conditions, who not being insured, do not suffer alterations in their condition that require emergency outpatient care in a hospital or hospital admission, after the insurance has been contracted. This exclusion will not be applicable to point 12 of this coverage.

F) Epidemics, pandemics, medical quarantine and pollution, both in the country of origin and destination.

G) Having participated in gambling, contests, competitions, duels, crimes or fights except in cases of self-defence.

H) Cancellations derived directly or indirectly from complications occurring after the seventh month of pregnancy are excluded.

I) War (civil or foreign), declared or not, riots, popular movements, acts of terrorism, any effects from a source of radioactivity, as well as the conscious disregard of official prohibitions.

J) Not presenting, for any reason, essential documents for the entire travel, such as passport, visa, tickets, ID card or vaccination certificate.

All expenses derived from cancellations of maritime cruise trips, unless the cruise supplement has been contracted.

For the purposes of 7.4.2 "Travel Cancellation Expenses due to force majeure" (optional contract coverage), incidents resulting from this cause that take place after the established deadline (24 hours) prior to the departure of the trip are excluded. Incidents declared after the departure date of the trip are also excluded.

**Maximum accumulation of compensation per claim is 15,000 euros.**

#### 7.4.3 Reimbursement of holidays not spent

ARAG will reimburse, **up to the limit indicated in this policy's PARTICULAR CONDITIONS, and subject to the exclusions mentioned in these General Conditions**, an amount per day for holidays not enjoyed. This amount will be obtained by dividing the total price of the trip, including reservations costs charged by the Travel Agency, by the number of days planned for the trip, and will be compensated by multiplying by the number of holiday days not enjoyed, **after justification of the cost of the holidays.**

**This coverage will apply only when the INSURED PARTY must cancel their travels, once initiated, and return to their place of residence, for any of the repatriation or early return causes covered by this policy.**

#### 7.5.1 Help for relatives living in the hospitalised Insured Party's home

If the Insured Party is hospitalised due to illness or accident occurring during their trip which is covered by this contract, and a serious, urgent and duly justified reason requires the presence of a person at the Insured Party's habitual residence, ARAG will cover round-trip transportation costs, by aeroplane (economy class) or train (1st class), of a person designated by the Insured Party, resident in Spain, to travel to the Insured Party's home, **up to the limit indicated in this policy's PARTICULAR CONDITIONS.**

#### 7.5.2 Alternative transport due to missing connecting flights or transportation

If the means of public transport chosen by the INSURED PARTY is delayed by a minimum of four hours, due to technical failure, weather, natural disasters, intervention by the authorities or other persons by force, or any cause of force majeure, and this delay results in missing a connecting transportation provided for in the ticket, the INSURER will pay **up to the limit established in the PARTICULAR CONDITIONS** of the additional transportation expenses needed to return to the place of origin or for alternative transport to reach the intended destination, **upon presentation of the supporting documents and invoices.**

#### 7.5.3 Legal consultation abroad

In the event that the Insured Party has a legal problem with a third party, related to an accident occurring in their private affairs,

ARAG will put them in contact with a lawyer, if one is available in that location, so that they can arrange a meeting and will cover the costs.

**This service is only available in countries that have diplomatic links with Spain, except in cases of force majeure or in the case of an event beyond the Insurer's control.** The Insurer is not responsible for the legal conclusions arising from that consultation.

#### **7.5.4 Management expenses for loss of travel documents**

The duly justified costs of managing and obtaining lost or stolen credit cards, bank and travel cheques, gasoline, tickets, passport or visas, occurring during the INSURED PARTY'S travel and accommodation are covered **up to the limit indicated in the PARTICULAR CONDITIONS. Damages resulting from the loss or theft of the aforementioned objects or their improper use by third parties are not subject to this coverage and, consequently, no compensation will be paid for them.**

#### **7.5.5 Defence of criminal responsibility abroad**

ARAG will cover the Insured Party's defence of criminal responsibility in cases that are brought against them in foreign courts regarding their private affairs and occurring during their trip this insurance was taken out for.

**Acts deliberately caused by the Insured Party, according to a final judicial sentence, are expressly excluded.**

**The maximum reimbursement limit for this coverage is indicated in the PARTICULAR CONDITIONS.**

#### **7.5.6 Repatriation due to supplier bankruptcy**

ARAG will cover the cost of a return ticket for the Insured Party to their habitual residence in case of a cancellation of services as a result of bankruptcy or insolvency of the air carrier.

**The maximum limit for this coverage is 750 euros per Insured Party.**

**There will be no right to compensation if the airline was insolvent or its insolvency was expected on the date the trip was booked and/or paid for.**

In the case of compensation payment, the Insurer shall replace the Insured Party in rights and actions, up to the limit of the amount paid, to claim against the carrier company.

### **8. Exclusions**

**The agreed coverages, except those relative to TRAVEL CANCELLATION EXPENSES, do not include:**

**a) Acts brought about voluntarily by the Insured Party or those when fraud or gross negligence has been carried out by the Insured Party.**

**b) Ailments or chronic and/or pre-existing illnesses, as well as their consequences, suffered by the Insured Party prior to taking out the insurance policy.**

**c) Suicide death and injury or illnesses resulting from the intent of the Insured Party to injure themselves and those derived from criminal actions.**

**d) Diseases or pathological conditions produced by the consumption of alcohol, psychotropic drugs, hallucinogens or any drug or substance with similar characteristics.**

**e) Aesthetic treatments and the supply or replacement of hearing aids, contact lenses, glasses, orthoses and prostheses in general and any type of mental illness.**

**f) Claims derived directly or indirectly from complications occurring after the seventh month of pregnancy are excluded.**

**g) Conditions that result, directly or indirectly, from events produced by nuclear energy, radioactive radiation, natural catastrophes, military actions, riots or terrorist acts.**

**h) Any type of medical or pharmaceutical expense that cost less than 9 euros.**

**i) Injuries or illnesses resulting from the Insured Party's participation in gambling, competitions or sports events, skiing and any other winter sport or those called adventure activities and the rescue of people at sea or in mountains or**

deserts.

**j) All expenses derived from maritime cruise trips, unless the cruise supplement has been contracted.**

**k) Practising any sports in the modalities not expressly covered in the policy's particular conditions**

#### **9. Limits**

ARAG will cover the expenses contained herein, within the established limits and up to the maximum amount contracted in each case. In the case of events that have the same cause and have occurred at the same time, they will be considered one single loss.

ARAG will be obliged to pay the claim, except in the event that the incident was caused by the Insured Party's bad faith.

For coverages that include payment of an amount in money, the Insurer is obliged to compensate at the end of the investigations and expert appraisals needed to establish the existence of the incident. In any case, the Insurer shall pay, within 40 days from the receipt of the declaration of incident, the minimum amount of what it may owe, according to the circumstances known to them. If within three months from when the claim has been made, the Insurer has not made such compensation, and there is no justified cause for not doing so or the cause is attributable to them, compensation will be increased by a percentage equivalent to the legal interest in force at that time, increased in turn by 50%.

#### **10. Declaration of an incident**

When an incident requiring the use of this policy occurs, it is essential that **the Insured Party notifies it to ARAG's emergency telephone service**, indicating the name of the Insured Party, policy number, location and phone number of the location and the type of assistance that is needed. This communication may be made with a collect call.

#### **11. Additional provisions**

**The Insurer will not assume any responsibility for claims that have not been requested or that have been made without their prior agreement, except in cases of duly justified force majeure.**

When the direct intervention of ARAG is not possible in the provision of the services, the latter will be obliged to reimburse the Insured Party for the expenses duly credited that derive from such services, within the maximum period of 40 days from the presentation of the same.

**In any case, the Insurer reserves the right to request from the Insured Party any reasonable documents or evidence in order to process payment of the requested compensation.**

#### **12. Subrogation**

Up to the amount of the total disbursed in compliance with the obligations derived from this policy, ARAG shall replace the Insured Party, their heirs or any other of their beneficiaries in the rights and actions that correspond to them when acting against liable third persons, physical or legal, as a consequence of the loss that caused the assistance provided.

In particular, this right may be exercised by ARAG against passenger road, maritime or airline transport companies, when acting for the total or partial refund of the cost of tickets not used by the Insured Party(s).

#### **13. Prescription**

**The actions that derive from the insurance contract will prescribe in two years in the case of coverage for damages and in five in the case of coverage for people.**

#### **14. Indication**

**If the content of this policy differs from the insurance request or the agreed clauses, the Policyholder may request that the Company rectifies the error within one month, starting from the date the policy is signed. If this period elapses without the Policyholder making such a request, the provisions of the policy will be followed.**

## SUPPLEMENTARY PERSONAL ACCIDENT INSURANCE POLICY

### DEFINITIONS:

**Accident:** An accident is understood to be bodily injury that is deriving from a violent, sudden, external cause, unintentional by the Insured, which results in total or partial permanent disability, or death.

**Permanent disability:** Permanent disability is understood to be the organic or functional loss of the extremities and faculties of the Insured with the intensity described in these General Conditions, the recovery of which is not considered foreseeable in the opinion of the medical experts appointed pursuant to the law.

**Insured amount: The amounts established in the General and Specific Conditions,** the maximum limit of compensation to be paid by the Insurer in the event of an accident.

**Disagreement over the assessment of the degree of disability:** If the parties agree on the amount and the form of compensation, the Insurer must pay this amount. **If there is disagreement, the conditions included in the Insurance Policy Contract Act will apply.**

### PAYMENT OF COMPENSATION:

- a) The Insurer is obliged to pay the compensation at the conclusion of any investigations and expert reports which may be necessary to establish the existence of the accident and, where applicable, the amount resulting therefrom. In all cases, the Insurer must make, within forty days, counting from the receipt of the report of the incident, the payment of the minimum amount of which the Insurer may pay, according to the circumstances known to it.
- b) If, within three months of the occurrence of the accident the Insurer has not made reparation for the damage or paid the due compensation in cash for causes which are not justified or are imputable to it, the compensation shall be increased by a percentage equivalent to the legal interest on money in force at that moment, increased in turn by 50%.
- c) To obtain payment in the event of death or permanent disability, the Insured or Payee must send the Insurer the supporting documents indicated below, as may correspond:
  - c.1. Death:
    - Death certificate.
    - Certificate of the General Register of Last Wills and Testaments.
    - Will, if existing.
    - Executor's certification with respect to whether payees of the Insurance Policy are designated in the will.
    - Document accrediting the identity of the payees and the executor.
    - If beneficiaries are legal heirs, the inheritance certificate decreed by the competent court will also be necessary.
    - Letter of exemption from payment of Inh. T., if applicable, duly completed by the competent Administrative Body.
  - c.2. Permanent disability:
    - Medical certificate of disability stating the type of disability resulting from the accident.

## PERSONAL ACCIDENT INSURANCE POLICY

The Insurer guarantees, **up to the sum of** and **subject to the exclusions set out in these General Terms and Conditions**, the payment of any compensations which may correspond in the event of death or permanent disability as a result of accidents suffered by the Insured during journeys and stays away from his/her habitual residence.

**Persons over 70 years of age are not covered. In the case of children under 14 years of age, the risk of death is only guaranteed for up to €3,000 for burial expenses, and the permanent disability risk up to the sum stated in the Specific Conditions.**

The limit of the compensation will be established:

- a) In the event of death:

When it is proven that the death, immediate or occurring **within one year of the occurrence of the accident**, is the result of an accident whose consequences are covered by the Policy, **the Insurer shall pay the sum stated in the Specific Conditions.**

If, after the payment of a compensation for permanent disability, the Insured dies as a result of the same accident, the Insurer will pay the difference between the amount paid for disability and the amount insured in the event of death, if this amount is higher.

b) In the event of permanent disability:

The Insurer will pay the total insured amount if the disability is total or a proportional part according to the degree of disability if it is partial.

For the assessment of the respective degree of disability, the following chart has been established:

b.1 Loss or loss of use of both arms or both hands, or one arm and one leg, or one hand or one foot, or both legs, or both feet, total blindness, total paralysis or any other injury which makes it impossible to carry out all work... 100%

b.2 Loss or total disability:

- Affecting an arm or hand 60%
- Affecting a leg or foot 50%
- Complete deafness 40%
- Affecting the movement of a thumb or index finger 40%
- Loss of sight in an eye 30%
- Loss of a thumb 20%
- Loss of the index finger of a hand 15%
- Deafness in an ear 10%
- Loss of any other finger 5%

In cases not provided for above, such as for partial losses, the degree of disability will be established in proportion to its seriousness compared with the disabilities stated. **Total permanent disability can never be exceeded.**

**The degree of disability must be definitively established within one year of the date of the accident.**

**For the purposes of assessment of the disability of a limb or an organ, the professional situation of the Insured will not be taken into consideration.**

If, before the Accident, the Insured had a bodily disability, the disability caused by this accident cannot be classified in a degree higher than that which would result if the victim was a normal person from the point of view of body integrity.

Total and permanent functional loss of use of the limb is comparable to its total loss.

## EXCLUSIONS

**The following are not covered by this Insurance:**

- a) **Bodily injuries occurring in a state of mental derangement, paralysis, apoplexy, diabetes, alcoholism, drug addiction, disorders of the spinal cord, syphilis, AIDS, encephalitis and, in general, any injury or illness reducing the physical or mental capacity of the Insured.**
- b) **Bodily injuries resulting from criminal acts, provocations, fights - except in cases of legitimate defence - and duels, carelessness, bets and any other risky or reckless enterprise and accidents due to the events of war, even when it has not been declared, popular unrest, earthquakes, floods and volcanic eruptions.**
- c) **Illness, hernia, lumbago, intestinal strangulation, complication of varicose veins, poisoning or infection not caused directly and exclusively by an injury covered by the guarantees of the insurance. The consequences of surgical procedures or unnecessary treatments for accidents suffered and those related with personal care.**
- d) **The practice of the following sports: Speed or resistance races, aeronautical ascents and journeys, rock-climbing, caving, horseback hunting, polo, wrestling or boxing, rugby, undersea fishing, skydiving and any other game or sport with a high level of risk.**
- e) **The use of two-wheeled vehicles with engine capacity greater than 75 c.c.**
- f) **The exercise of a professional activity that is not commercial, artistic or intellectual.**
- g) **Anyone who intentionally provokes a claim is excluded from the benefit of the cover included in this policy.**
- h) **The aggravation of accidents occurring before the policy is concluded are not included.**

**ACCUMULATIVE MAXIMUM:**

**The maximum compensation of this Policy and for a single accident shall not exceed €1,200,000.**

**INDEMNITY CLAUSE BY THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES DERIVED FROM EXTRAORDINARY EVENTS IN THE INSURANCE OF PERSONS.**

In accordance with the provisions of the revised text of the Legal Statute of the Spanish Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004, of 29 October, the policyholder of an insurance contract, of the type which is obliged to include a surcharge in favour of the aforementioned public business institution, is entitled to arrange coverage of extraordinary risks with any insurance entity which meets the conditions required by prevailing legislation.

Compensation deriving from claims arising from extraordinary events occurring in Spain and abroad, when the insured party has his/her habitual residence in Spain, will be paid by the Insurance Compensation Consortium when the policyholder has paid the corresponding surcharges and any of the following situations applies:

- a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the insurance company.
- b) That, even though it is covered by said insurance policy, the obligations of the insuring company could not be fulfilled due to it having been declared legally bankrupt or due to it being subject a liquidation procedure intervened or assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will adjust its action to the provisions of the aforementioned Legal Statute, in Act 50/1980 of 8 October, for Insurance Contracts, in the Extraordinary Risk Insurance Regulations, approved by Royal Decree 300/2004 of 20 February, and in the supplementary provisions.

**Summary of the legal regulations:**

**1. Extraordinary events covered:**

- a) The following natural phenomena: earthquakes and seaquakes; extraordinary flooding, including giant waves; volcanic eruptions; atypical cyclones (including extraordinary winds with gusts of over 120km/h, and tornados); the fall of astral bodies and meteorites.
- b) Violent events as a result of terrorism, rebellion, sedition, mutiny and popular disturbances.
- c) Deeds or activities of the Armed Forces or the Security Forces in peacetime.

Atmospheric and seismic phenomena, from volcanic eruptions and the fall of heavenly bodies will be certified, at the request of the Insurance Compensation Consortium, through reports issued by AEMET (the State Meteorological Agency), the Spanish Geographic Institute and the other public authorities with competencies over the matter in question. In the cases of events of a political or social nature, as well as in the event of damage caused due to situations or actions by the Armed Forces or the Law Enforcement Agencies in times of peace, the Insurance Compensation Consortium will be able to obtain information on the occurrences from the competent jurisdictional and administrative bodies.

**2. Risks excluded:**

- a) **Those which do not give rise to compensation according to the Insurance Policy Contract Act.**
- b) **Those caused to persons insured under insurance policies other than those in which the surcharge for the Consortium of Insurance Compensation is compulsory.**
- c) **Those caused by armed conflicts, although there has been no official declaration of war.**
- d) **Those deriving from nuclear power, without prejudice to that established in Act 12/2011, of 27 May, on civil liability for nuclear damage or damage produced by radioactive material.**
- e) **Those arising from phenomena of a different nature to those indicated in the above section 1.a), and in particular those caused by a rise in the water table level, the movement of hillsides, landslides or land settlements, rock falls and similar phenomena, unless these were manifestly caused by the action of rainwater that, in turn, would have caused an extraordinary flood situation in the area and that occurred at the same time as said flood.**

- f) Those caused by tumultuous activities occurring during the course of meetings and demonstrations carried out in accordance with Organic Law 9/1983 of 15 July, regulating of the right of assembly, as well as during the course of legally constituted strikes, unless the aforementioned activities could be categorised as extraordinary events of the likes indicated in the above section 1.b).
- g) Those caused by a lack of good faith on the part of the Insured.
- h) Those corresponding to incidents occurring before the payment of the first premium or when, in accordance with that established in the Insurance Contracts Act, coverage by the Insurance Compensation Consortium has been suspended or the insurance has been cancelled due to a failure to pay the premiums.
- i) Incidents that, due to their magnitude and seriousness are qualified by the National Government as a "national catastrophe or calamity".

### 3. Scope of the coverage.

- 1. Cover for extraordinary risks will apply to the same people and involve the same sums insured as has been established in the policy for the purposes of ordinary risks.
- 2. In life insurance policies which, in accordance with the provisions of the contract and with the regulations concerning private insurance, generate a mathematical provision, the Consortium's cover will refer to the capital at risk for each insured party; that is, the difference between the sum insured and the mathematical provision which, in accordance with aforementioned regulations, the insurance institution issuing it must have established. The sum corresponding to this mathematical provision will be paid by the aforementioned insurance institution.

#### Communicating damages to the Insurance Compensation Consortium

- 1. The request for compensation for damage, the coverage of which corresponds to the Insurance Compensation Consortium, will be made through communication to said consortium by the policyholder, the Insured or the beneficiary of the policy, or by whomever acts on behalf of the aforementioned, or by the insurance company or the insurance broker with whom the insurance was processed.
- 2. Communicating damages and obtaining any information pertaining to the procedure and the state of the claims procedure can be done:
  - By calling the Insurance Compensation Consortium Call Centre (952 367 042 or 902 222 665).
  - Via the website of the Insurance Compensation Consortium: [www.consorseguros.es](http://www.consorseguros.es)

#### 3. Damage valuation:

The assessment of damages that can be compensated in accordance with insurance legislation and the content of the insurance policy can be carried out through the Insurance Compensation Consortium, without being bound by any assessment that may have been made by the insurance company providing cover against ordinary risks.

#### 4. Payment of the compensation:

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

## Supplementary insurance for civil liability

### Definitions

#### Insured amount:

The amounts established in the Particular and General Conditions, the maximum limit of compensation to be paid by the Insurer in the event of an accident.

#### Obligations of the insured person:

In the event of an accident involving Civil Liability, the Policyholder, the Insured, or their rightful claimants, must not accept, negotiate or reject any claim without express authorisation from the Insurer.

#### Payment of compensation:

- a) The Insurer is obliged to satisfy the indemnity on completion of the investigations and expert appraisals required to establish the existence of the loss event and, where applicable, the resulting amount. In all cases, the Insurer must make, within forty days, counting from the receipt of the report of the incident, the payment of the minimum amount of which the Insurer may pay, according to the circumstances known to it.
- b) If, within three months of the occurrence of the incident, the INSURER has not made reparation for the damage or paid the compensation in cash due, for causes which are not justified or are attributable to the INSURER, the compensation shall be increased by a percentage equivalent to the legal interest rate in force at that time, increased in turn by 50%.

### Private civil liability insurance

#### 1. Civil liability coverage

The Insurer will pay, **up to the limit indicated limit in the Special Conditions**, the pecuniary compensation that, **without constituting a personal or complementary sanction of the public liability**, may be demanded of the Insured Person in accordance with Articles 1,902 to 1,910 of the Civil Code, or similar provisions under foreign legislation, as having civil liability for any bodily or material injury unintentionally caused to third parties in persons, animals or objects and **occurring during the trip covered by the travel assistance insurance which is complemented by this civil liability insurance**.

**This limit includes the payment of the legal fees and expenses as well as the constitution of any legal bonds required from the Insured.**

#### Exclusions

The following are not covered by this Insurance:

- a) Any type of liability corresponding to the Insured for driving motor vehicles, aircraft and vessels and for the use of firearms.
- b) Civil Liability deriving from all professional, trade union, political or associative activity.
- c) Fines or penalties imposed by Courts or authorities of all types.
- d) Liabilities deriving from the practice of professional sports and the following types, even as an amateur: mountaineering, boxing, bobsleigh, caving, judo, skydiving, hang-gliding, gliding, polo, rugby, archery, yachting, martial arts and motor sports.
- e) Damage to objects entrusted, for any reason, to the Insured Person.

What do you have to do when you require our assistance?

1. **Call our Operational Head office immediately (24-hour service)**
  - From Spain: 93 300 10 50
  - From abroad: 34 93 300 10 50

If you prefer, from Spain you can make a reverse charge call by dialling 1009 and asking the operator for **93 300 10 50**.

Bear in mind that to benefit from the coverages of your policy, it is essential that you request them from us previously.

**2. For greater efficiency and speed, when you call us please provide the following details:**

- Name of the Insured Person
- Policy number
- Place and phone number where you are

**3. “Trip cancellation expenses”:**

Communicate the fact immediately to the trip organiser, in order to diminish the consequences of said cancellation. Advise us at ARAG of the causes, together with supporting certificates (medical, death certificates, etc.) and any invoices that they may have given rise to.

**4. “Theft and material damage to luggage”:**

Provide us with a detailed description of the damage, losses or items stolen, together with supporting documents issued by the competent authority (airline, police, etc.) and any invoices that they may have given rise to.

**5. In general:**

- Request, save and provide us with all the certificates and invoices which may affect any of the requested guarantees.
- Do everything possible to reduce the consequences of the accident by using all the means within your power.
- Please call us if you have any queries. We are here to help you.