

## Travel Assistance Insurance for Individuals



## General Conditions of the contract

**Travel Assistance for Individuals**

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## 1.- PRELIMINARY CLAUSE

This contract is governed by Law 50/80 of October 8th (registered in the BOE (Official Bulletin) of October 17) on Insurance Contract, by Law 20/2015, of July 14, on management, supervision and solvency of insurance and reinsurance companies, by the modifications and adjustments thereof and by their regulatory provisions.

In accordance with the Rule of Law, the Conditions of the present insurance contract have been written as clearly and precisely as possible, in order to enable all interested parties to understand the exact scope of the contract.

- 1.1 Information provided by the Insurance Contracting Party in the Insurance Application and/or information attached to the latter, is the basis of the terms and conditions of the insurance, including calculation of its price, and the essential reason for which the insurance provider enters into this contract.** If there is any withholding or inexactness of information at the time the latter is provided, the balance of contract would be violated.
- 1.2 The Insurance Contracting Party must inform the insurance provider of the nature and circumstances of any risk and report any circumstance known by the Contracting Party that might affect the assessment of such. This obligation precedes the signing of the contract, thus as stated in the questionnaire provided to the Contracting Party by the insurance provider, the former must declare any and all circumstances that could affect the assessment of the risk, to the insurance provider.**
- 1.3 This insurance shall be formalized once the contract or provisional letter of coverage is duly signed by the contracting parties and shall take effect upon the date and time stipulated in the Particular Conditions.**
- 1.4 Should the contents of the contract differ from the Insurance proposal or the agreed clauses, the contracting party shall be entitled to demand within the one month period from the delivery of the contract, the Insurance Contracting Party may demand that any existent discrepancy be corrected. Once said period transpires, should no such demand be made, the provisions of the Insurance shall prevail.**

## 2.- DEFINITIONS

The following definitions shall apply to this contract:

**ACCIDENT:** Any event due to a violent, sudden, external cause and extraneous to the intentionality of the Insured Person that produces objectively appreciable bodily injury.

**PROFESSIONAL ACTIVITY WITH INCREASED RISK:** Those professions or sectors with a predominant component or physical development, both in processes and in results, with serious potential impairment to the health, partial or integral, of the worker, of suffering a work-related accident, sequelae and/or common illness. or professional, even under regular, diligent or agreed on performance, with or without the use of machinery and/or external elements. Included in this definition are professional and/or sectoral activities whose handicrafts or physical development are differentiating from predominantly intellectual activities.

**INSURANCE PROVIDER: SOS SEGUROS Y REASEGUROS, S.A.** the insurance provider that assumes the contractually agreed risk, **subject to Spanish Law and having its registered office in Spain.**

**INSURED PERSON:** Each of the persons who, belonging to the insurable group, satisfies the conditions of adhesion and who **is on the list of persons included in the insurance**, which is contained in the Particular Conditions or its annexes.

**HOSPITAL FACILITY:** A public or private Hospital, Healthcare Center or Clinic that is legally authorized to provide medical treatment of illnesses or body injuries, using material and human resources necessary for diagnosis, treatments, and surgical operations. **Spas, rest homes, nursing homes and similar establishments are not considered to be Hospital Facilities.**

**CONTRACTING PARTY:** The natural or legal person who signs this contract with the Insurance provider and represents the Insured Group to which the obligations arising from it correspond, except those that by their nature must be fulfilled by the Insured persons or their Beneficiaries.

**QUARANTINE:** Temporary isolation of individuals in order to prevent the spread of infectious disease.

**ADDRESS OF THE INSURED PERSON:** That of his residence in Spain, except in the case of Insurance contracted for trips to Spain when the Insured person has his residence abroad, or of citizens of third countries on trips abroad.

For the purpose of the guarantees and indemnity limits described in each of the latter, **the address of the Insured Person is the latter's usual address in the different countries of origin**, therefore, whenever the word Spain appears, the latter shall be understood to be the country of origin of the Insured Person, and whenever the word foreign appears it shall be understood to be all other countries, other than that of the address of the Insured Person.

**WILFUL MISCONDUCT:** Intention to cause damage, injury or artifice, to a greater or lesser degree.

**PUBLIC HEALTH EMERGENCY OF INTERNATIONAL MAGNITUDE:** A serious and unexpected event with an international spread that requires international or national health authorities to take measures to restrict travel and/or trade.

**ILLNESS:** Any alteration of the health condition of the Insured Person, whose diagnosis and confirmation is made by a legally recognized doctor, and whose assistance is necessary.

**CONGENITAL ILLNESS:** It is the one with which a person is born, contracted in the womb of the mother.

**SERIOUS ILLNESS:** Any alteration of the health condition of the Insured Person, which requires urgent and essential assistance of medical services to preserve the life of the Insured Person.

**PRE-TRAVEL ILLNESS/PRE-EXISTING ILLNESS:** Any illness, disease or injury previously diagnosed or treated medically or purely symptomatic, initiated or contracted prior to the start date of the trip.

**TERMINAL ILLNESS:** Any advanced, progressive and incurable condition for which there are no possible chances of response to specific treatment and for which the survival rate is less than 12 months.

**BAGGAGE:** Any items of personal use that the Insured Person takes along during a trip, as well as any articles issued by any transportation carrier.

**STABILIZATION OF THE PATIENT:** The moment in which the breathing of the patient is guaranteed, bleeding is under control, the shock has been treated and fractures immobilized, and when the deterioration of the patient's condition is interrupted and his vital signs (blood pressure, pulse, breathing and tissue perfusion) are stabilized.

**EVENT:** A set of individual claims that arise or are directly caused by a single occurrence or contingency.

**FAMILY MEMBERS:** Only the spouses, partners, children, parents, grandchildren, grandparents, brothers, in-laws, sons-in-law, daughters-in-law and brothers-in-law of the Insured person are considered family members, except as provided for each Coverage. In addition, the legal guardians of the Insured person shall have this condition.

**DATE OF THE EVENT:** The date of occurrence of a foreseeable risk guaranteed by the Insurance, due in any and all cases to an accident or event that takes place during the term of the insurance contract.

**SKI PASS:** Fixed price pass or ticket that allows those who purchase it to make free use of ski facilities.

**DEDUCTIBLE AMOUNT:** It is the amount or percentage, expressly agreed, that in a Compensation for a covered event is borne by the Insured Person.

**INSURABLE GROUP:** The group of physical persons, united by a common bond, previous or simultaneously to the insurance agreement contract, but different from it, that comply with the requirements to be an Insured Person.

**HOSPITALIZATION:** It involves the hospitalization record of the patient and his or her justified stay in the hospital for a minimum of 24 hours.

**PETTY THEFT:** Removal of the property of another person, for personal gain, without the use of violence or intimidation of the individual, or the use of force on property.

**ABSOLUTE PERMANENT INCAPACITY:** Situation whereby the Insured person is permanently and irreversibly incapacitated to carry out any profession.

**ORTHOTICS:** Aid or other external device applied to the body to modify the functional or structural aspects of the neuromusculoskeletal system. Equipment or devices, splints, technical aids and supports used in orthopedics, physical therapy and occupational therapy that correct or facilitate the execution of an action, activity or displacement, seeking energy savings and greater safety. They serve to support, align or correct deformities and to improve the function of the locomotor system.

**PARTNER:** Spouse, or domestic partner who is legally inscribed in an Official Registry, either local, regional or national, and other comparable accredited situations of cohabitation.

**POLICY:** It is the document that incorporates the Insurance Contract. It is constituted by the General and Particular Conditions that have been delivered to the Insurance contracting party / Insured Person at the time of the signing. Special Conditions may also exist for certain risks or insurable groups. **The Policy, also known as the Insurance contract, includes the Supplements or annexes that amend or complete its content.**

**PREMIUM:** The price of the Insurance including taxes.

**USUAL RESIDENCE:** The place where the Insured Person has his / her main dwelling. In case of doubt, it will be understood to be the one which appears as such in the census inscription.

**RISK:** Motive or reason for which the Insurance is contracted. It is the possible damage that the Insured person expects to see repaired, compensated or attended by the Insurance.

**THEFT:** Removal of the property of another person through violence or intimidation to the other individual or the use of force on property.

**INSURANCE WITH MAXIMUM COVERAGE AMOUNT:** The form of insurance by which a certain maximum amount is guaranteed up to which the insured risk is covered, regardless of the total value, without, therefore, the proportional rule being applied.

**INSURED AMOUNT:** The amount established in the Particular, Special and General Conditions, which constitutes a maximum compensation or reimbursement limit payable by the Insurance provider for the combined total of claims that occur over the term of the Insurance.

**EMERGENCY:** Serious health damage situation that requires medical-health care that, if not provided immediately, could endanger the life of the patient or his or her physical integrity or cause permanent impairment in to his or her health.

**TRIP ABROAD:** Any trip and stay of the Insured Persons outside their country of domicile and/or usual residence.

### 3.- INSURANCE COVERAGE

Through these coverages, the Insurance provider undertakes, **within the limits and under the conditions established below and in the Particular and Special Conditions**, to take over the agreed benefits.

#### A) MEDICAL ASSISTANCE AND TRAVEL ASSISTANCE COVERAGE

##### 1.- MEDICAL, PHARMACEUTICAL OR HOSPITALIZATION EXPENSES

###### a)- During travel

The insurance provider shall bear, **up to the limit established in the Particular Conditions**, the medical-surgical, pharmaceutical, hospitalization and ambulance expenses covered by the Insurance that the Insured Person needs during a trip abroad, as a result of an illness or accident occurred during the course of the same, and **up to a maximum of 180 days from the date of the accident or the first diagnosis of the disease, provided that previous consent from the insurance provider has been requested.**

**The limits of medical-surgical, pharmaceutical and hospitalization expenses in the country of origin of the Insured person are established in the Particular Conditions.**

In cases of urgency as a consequence of an unforeseeable complication of a chronic illness or one diagnosed before the trip, the Insurance provider shall bear the expenses **until the patient is stabilized.**

**b)- Medical Expenses for Hospitalization in the country of origin or residence to continue the care provided abroad.**

If the Insured person becomes ill or suffers an accidental physical injury during a trip abroad covered by this Insurance, and he/she needs continuous clinical treatments that entail hospitalization immediately after the return to the country of origin or residence, the Insurance provider shall pay the reasonable and necessary expenses of a hospital admission **up to the maximum indicated in the Particular Conditions**, taking into account that the **duration of the treatments may not exceed 30 days**.

**2.- EMERGENCY DENTISTRY EXPENSES ABROAD**

The insurance provider shall bear the cost of treatment as a result of the appearance of **acute** dental problems such as infection, pain, broken pieces, fallen fillings, etc., which require emergency treatment, **as long as they occur during the course of a trip abroad and up to the limit indicated in the Particular Conditions**.

**3.- ADVANCE OF FEES DUE TO HOSPITALIZATION ABROAD**

When, during a trip abroad, because of an accident or illness covered by the Insurance, the Insured Person shall require hospitalization, the Insurance provider shall take care of the fee that the Hospital Center demands to proceed with the admission of the Insured Person, **up to the limit stipulated for the guarantee of Medical Expenses**.

**4. – MEDICAL TELEPHONE / VIDEO CONSULTATION.**

Medical telephone consultation/video consultation will be available from anywhere in the world where local regulations allow it and when there is a communications infrastructure that supports it. In those cases where it is legally and technically possible to make a prescription directly by a physician, the prescription will be sent to the Insured person. **In cases where this is not legally possible, the Assistance Center will try to find a local doctor who can issue the prescription.**

**5.- EXTENSION OF STAY**

If the Insured Person is ill or suffering from an accident while abroad, and the return on the planned date is not possible, **the medical team of the Insurance provider will make a decision based on their contacts with the attending physician**, the insurance provider shall be liable for any hotel and meal expenses, initially unforeseen by the Insured Person due to the extension of his or her stay **up to the total limits, both temporary and monetary, established in the Particular Conditions**.

**6.- SENDING OF MEDICATIONS ABROAD**

The insurance provider shall be responsible for the delivery of medications that, as a matter of **emergency**, are **prescribed by a doctor to the Insured Person during the trip abroad and which cannot be found in the place where they were at or be replaced** by medicines of similar composition.

## 7.- MEDICAL TRANSFER OR MEDICAL REPATRIATION

In the event of accident or illness of an Insured Person who is traveling outside his or her country of residence, the insurance provider shall be liable for the transfer or repatriation of the Insured Person to a properly equipped medical facility or to the latter's usual place of residence, **whenever deemed necessary based on the decision agreed upon between the medical team of the insurance provider and the physician attending the Insured person.**

In each case, the medical team of the insurance provider shall decide the means of transportation and the medical facility, or whether repatriation is necessary, based on the **urgency or seriousness of the condition** of the Insured Person, and shall keep in permanent contact with the physicians attending the Insured Person, and supervise that the latter receives proper care.

**The medical team of the insurance provider may authorize the use of a medical airplane, based on the medical condition of the Insured Person, but only when the latter is outside the territory of Europe or the Mediterranean-basin countries specified in the section on Geographic Scope.**

## 8.- DISPATCH OF A MEDICAL SPECIALIST ABROAD

If the seriousness of the status of the Insured Person does not allow him/her to be transferred to the country of residence, in accordance with the provisions of the previous coverage and the assistance that may be provided locally is not adequate, **according to the opinion of the medical services of the insurance provider**, the latter shall send a specialized physician to the place where the Insured Person is at, to provide care and assistance **until medical repatriation can be carried out, whenever local legislation allows the specialist doctor to practice in the place where the Insured person is at.**

## 9.- SECOND MEDICAL OPINION

**When the duration of the contracted Insurance is greater than 90 days** if during the trip abroad the Insured person is diagnosed for the first time with a serious illness included in the attached list (\*), the Insured person may request a second opinion from the Insurance provider on the diagnosis or medical treatment of the condition.

This Second Opinion may be face-to-face (consultation and testing up to the limit of coverage) or documentary (issuance of a report by a specialist consultant who will study the available information and will respond to the questions of the Insured person based on it).

To access the Documentary Second Opinion, the Insured person **shall send at his/her responsibility** a copy of his / her medical reports, imaging examinations, biopsies and/or other diagnostic tests available.

In both cases, the consultants will be appointed by the insurance provider among top-level specialists, healthcare centers, doctors or academics in Spain or in the country of origin or residence of the Insured person. In the case of the face-to-face second opinion, the covered diagnostic tests shall be those prescribed by the Consultant designated by the insurance provider, **within the limits of coverage.**

Throughout this process, the Insured person will be assisted and informed at all times by a healthcare team led by a doctor, who will be responsible for managing the case.

**The Second Opinion must be requested from the insurance provider within a maximum period of three months after the first diagnosis.**

**The maximum limit of total Expenses for this coverage is established in the Particular Conditions.**

### (\*) LIST OF DISEASES FOR WHICH THIS COVERAGE CAN BE REQUESTED

- Cardiovascular diseases with organ involvement (myocardial infarction, coronary heart disease, advanced valve disease, severe chronic limb ischemia) or that require invasive procedures for diagnosis or treatment such as coronary artery bypass surgery (Bypass) or interventions on valves or vessels.
- Cerebrovascular diseases (hemorrhage, cerebral infarction)
- Potentially progressive neurological, neurodegenerative and neurosurgical diseases (Multiple Sclerosis, ALS).
- Parkinson's.
- Alzheimer's.
- Eye conditions with a risk of vision loss.
- Oncology and Onco-hematology (Cancer).
- Kidney failure.
- AIDS.
- Autoimmune disorders.
- Organ transplant (Heart, Lungs, Liver, Pancreas, Kidney and Bone Marrow).
- Spine Surgeries.
- High complexity surgical interventions (requiring the intervention of super-specialized surgeons) with hospital admission to treat serious traumatic diseases or pathologies.

### 10.- RETURN EXPENSES DUE TO HOSPITAL DISCHARGE

The Insurance provider shall be responsible for the return expenses of the Insured person who, **as a result of a covered accident or illness**, has been hospitalized and discharged and as a consequence, has lost the return ticket to the country of residence (tourist class) due to the impossibility of showing up on the corresponding means of transport on the date and time marked on the return ticket, up to the **limit established in the Particular Conditions**.

### 11.- TRAVEL EXPENSES OF A COMPANION

If the Insured Person must be **hospitalized because of an accident or illness under coverage**, for a period of time estimated to **exceed three nights**, the insurance provider shall provide the person indicated by the Insured Person, **a round trip train (first-class) or plane (tourist class) ticket, or of the most suitable public and collective means of transport**, so that he/she can reach the hospital.

### 12.- LODGING AND LIVING EXPENSES OF THE COMPANION OF THE HOSPITALIZED INSURED PERSON

If the Insured Person must be **hospitalized because of an accident or illness under coverage**, for a period of time estimated to **exceed three nights**, the insurance provider shall meet the lodging and living expenses of the companion designed by the Insured Person at the location of the hospital where the Insured Person is, and **up to the limit established in the Particular Conditions**.

**This guarantee shall apply even if the companion is traveling with the Insured Person.**

### 13.- MEDICAL EXPENSES OF THE COMPANION

If coverage 10.- TRAVEL EXPENSES A COMPANION, is applicable and he or she must travel abroad, the Insurance provider shall be responsible, up to the limit established in the Particular Conditions, for the medical-surgical, pharmaceutical, hospitalization and ambulance expenses that the companion needs, as a result of an illness or accident occurred during the displacement.

### 14.- RETURN EXPENSES OF THE COMPANIONS

In the event that the Insured person is hospitalized or transferred, due to an accident or serious illness under coverage, and travels with his / her partner, siblings or his or her first-degree relatives, or of their partner or other persons with insured status who do not wish to continue the trip due to the transfer or hospitalization of the Insured person, the Insurance provider will organize and take charge of the transfer to their place of origin or, to the destination of choice of the companions. In the latter case, provided that the cost of transfer to such a destination does not exceed that of the return to the usual residence. The transfer shall be by train (first-class) or plane (tourist class) ticket, or of the most suitable public and collective means of transport.

A maximum limit of three companions is established for this Coverage.

### 15.- RETURN OF MINORS

If the Insured travels in the company of minor children who become unattended due to an accident, illness or covered transfer, not being able to continue the trip, the Insurance provider shall organize and take charge of their return to the family residence, satisfying if necessary, the travel expenses of a relative designated by the Insured person to accompany them on their return.

If the Insured person cannot designate anyone, the Insurance provider shall supply a companion.

In any case, the transport of minors and accompanying persons will be carried out by the most appropriate public and collective means of transport regarding the circumstances of the case.

### 16. TRANSFER OR REPATRIATION OF MORTAL REMAINS

If during a trip under coverage, the death of an Insured Person occurs, the insurance provider shall take care of the procedures and expenses necessary for the transfer or repatriation of the mortal remains to the place of burial, cremation or funeral ceremony at the place of residence.

Burial, cremation, funeral expenses, and casket expenses do not fall within the aim of this coverage.

### 17. TRAVEL EXPENSES OF THE COMPANION OF MORTAL REMAINS

The insurance provider shall provide a round trip train (first-class) or plane (tourist class) ticket, or of the most suitable public and collective means of transport deemed by the Insurance provider, to the person that lives in the country of residence of the insured person and that has been appointed by the family to accompany the mortal remains.

### 18.- LODGING EXPENSES OF THE COMPANION OF MORTAL REMAINS

Should the previous coverage occur, **if the companion must remain at the place of death for procedures related to the transfer of the mortal remains of the Insured Person**, the insurance provider shall be responsible for the lodging and living expenses **up to the limit indicated in the Particular Conditions**.

### 19.- RETURN OF THE COMPANIONS OF THE DECEASED

If the deceased Insured person was traveling with his / her partner, siblings or first-degree relatives or his / her partner, or other persons with insured status, the Insurance provider will organize and bear the cost of their return by **train (first-class), airplane (tourist class) or by the means of public or collective transport that the Insurance provider deems most suitable, to the family residence, provided that they cannot continue the trip in the means of transportation that was being used.**

**A maximum limit of three companions is established for this Coverage.**

### 20.- SEARCH AND RESCUE EXPENSES

The Insurance provider shall cover, **up to the limit established in the Particular Conditions**, the expenses for search, rescue and/or salvage derived from the accident of the Insured person, either by means of civil or military rescue or by any relief agency alerted to this effect.

### 21.- CHILD CARE

If, by application of the coverage "Travel expenses of a person accompanying the hospitalized Insured person" or "Travel expenses of the companion of mortal remains", only minor children remain, the Insurance provider shall bear the expenses of a person to take care of them, **up to the limit indicated in the Particular Conditions. This coverage shall be valid only once for events related to the coverage, regardless of the number of minor children of the insured person or companion that are alone.**

### 22.- LOSS OR THEFT OF PERSONAL DOCUMENTS ABROAD

In the event that personal documents such as Passports, Visas, Credit Cards or essential Identification Documents to continue the trip, are lost by, or stolen from the Insured Person during a trip abroad, the insurance provider shall **collaborate** with the procedures of complaint to the authorities or to the necessary public or private organizations and shall be responsible for the expenses incurred by the new issuance of said documents, **up to the limit established in the Particular Conditions**.

**Damages due to the loss or theft of the mentioned objects or their unauthorized use by third parties nor the expenses incurred in the country of origin or residence do not fall within the aim of this coverage, and thus any damages derived thereof shall not be compensated by indemnity.**

### 23.- LOSS OF KEYS

- **Of the hotel:** If, as a consequence of the **loss or theft of the key** to any facility owned by the hotel and reserved during the stay, including the key to the safe, its opening or repair is necessary, **the Insurance provider shall bear the costs corresponding to said opening and repair, duly justified, up to the limit established in the Particular Conditions.**

- **Of the usual residence:** If, as a result of the **loss, theft or misplacement, during the trip**, of the keys to the usual residence of the Insured person, requiring the services of a locksmith to enter his / her home upon return, **the Insurance provider will bear the expenses incurred up to the limit established in the Particular Conditions.**

#### 24.- DELIVERY OF OBJECTS FORGOTTEN DURING THE TRIP

In the event that the Insured person forgets luggage or personal items during the trip, the Insurance provider will organize and assume the shipment of the same to the destination or the domicile in Spain or the country of residence of the Insured person. This coverage also extends any object stolen during the trip and later recovered. **The limit for this coverage shall be the one established in the Particular Conditions.**

#### 25.- BAIL BONDS AND PROCEDURAL EXPENSES ABROAD

**Prior formal guarantee to proceed with the return of the amount lent within sixty (60) days**, the Insurance provider shall advance the Insured Person the amount corresponding to the expenses of Legal Defense thereof, as well as of the criminal fees that the Insured Person might be forced to pay as the result of a judicial proceeding that has been instructed in the event of an **automobile accident occurred outside the country of domicile and/or usual residence of the Insured Person, up to the limit established in the Particular Conditions.**

#### 26.- LEGAL ASSISTANCE ABROAD

##### a)- Legal Assistance:

- **Basic legal advice abroad:** in the case of an event under coverage, the Spanish lawyers of the insurance provider shall offer the Insured Person with basic advice on how to proceed until a national lawyer is contacted.

- **Connection with an International Network of Lawyers:** in the case of an event under coverage, the insurance provider shall put the Insured Person in contact with a lawyer from its Network **if there is one where the latter is located.**

b)- **Claim for Personal Injury caused by a third party:** Defense of the Insured Person abroad, to claim coverage of injury not covered under the contract, caused by imprudence or willful intent on the part of a third party.

**The maximum limit of Expenses for this guarantee shall be the amount established in the Particular Conditions.**

c)- **Criminal Defense abroad:** The defense of the Insured Person and the latter's criminal liability before foreign courts with regard to his / her private life during trip **Cases, where there is of willfulness or intent on behalf of the Insured Person, are excluded.**

**The maximum limit of Expenses for this coverage shall be the amount established in the Particular Conditions.**

**d)- Consumer Law:**

- Claims abroad for non-compliance of contracts for the lease of hotel services as well as residence halls and student hostels or the defense against the owner of tourist apartments or dwellings, due to conflicts arising from seasonal leases, **except those relating to non-payment. Cases not governed by Contracts are excluded.**
- Claims for breach of contracts for the purchase of movable property abroad and breach of contracts for the leasing of services abroad. **Decoration objects, appliances, food and personal goods shall be understood as movable property, provided that they belong to the Insured Person and are used personally. Works of art, antiques and jewelry which value exceeds € 3,000 are excluded from this Coverage. The lease agreements for services in which the Insured Person is the holder and final recipient and which are related to their private life shall be covered.**

**The maximum limit of Expenses for this guarantee shall be the amount established in the Particular Conditions.**

**27.- HOME CARE SERVICES**

**If, after having made use of the "Medical Transfer or Medical Repatriation" coverage, the Insured Person is at a hospital, and immobilization at his/her usual residence is prescribed for a period of six (6) or more days, the Insurance provider shall proceed, in coordination with the Insured Person, to set a care plan according to the real, immediate, necessary or more convenient needs of the Insured Person under the said situation, such as private tutors, home assistance, geriatric assistance, etc. , with an economic limit per Insured Person and claim established in the Particular Conditions of the Contract.**

**Exclusions applicable to Medical Assistance and Travel Assistance Coverage**

**Excluded are events arising from:**

- a) **Pre-existing and/or congenital illness, chronic conditions or ailments under medical treatment prior to the departure, except as provided in the "Medical Expenses" guarantee.**
- b) **General medical examinations, check-ups and any visit or treatment concerning preventive medicine, in accordance with the generally accepted medical criteria.**
- c) **Trips aimed at receiving medical treatment, or subsequent to the diagnosis of a terminal illness.**
- d) **Diagnosis, monitoring and treatment of pregnancy, voluntary termination thereof and childbirth.**
- e) **Burial and ceremony expenses as well as the cost of the coffin in the transfer or repatriation of mortal remains coverage.**
- f) **Treatment, diagnosis and rehabilitation of mental or nervous disorders.**

- g) **Purchase, implantation, replacement, extraction and/or repair of prostheses of any type, such as pacemakers, stimulators, anatomical, orthopedic or dental pieces, orthotics and osteosynthesis materials (including natural bone substitutes, phospho-calcium ceramics, phospho-calcium cement, calcium sulfate, collagen, osteoinductive materials, demineralized bone matrix, bone morphogenetic protein and growth factors), breast prostheses, intraocular and extraocular lenses, hearing aids, crutches; valvular and vascular prostheses ("bypass" and stents); Any other expense related to any non-autologous implantable, active, synthetic or biological product, material or substance, not included in the previous list.**
- h) **Odontological, ophthalmological and otorhinolaryngological treatments, except in cases of emergency.**
- i) **Special treatments, dialysis, experimental surgeries, plastic or restorative surgery and those not recognized by western medical science.**
- j) **When the accident or illness occurs abroad, any medical expenses incurred in Spain that correspond to a treatment prescribed or initiated abroad, except for the provisions of the guarantee "Hospitalization expenses in Spain for continuity of care abroad"**

## B) TRAVEL AND FLIGHT INCIDENTS COVERAGE

### 28.- LOSS, DAMAGE OR THEFT OF BAGGAGE

The Insurance provider guarantees, **up to the amount established in the Particular Conditions**, the payment of compensation for the material losses suffered by the baggage **during the trip and as a consequence of:**

- Theft (which, for these effects, is understood only theft committed by personal violence or intimidation or by the forcing of objects).
- Malfunctions or damage caused **directly** by fire or theft.
- Mechanical breakdowns and irremediable total or partial loss caused by the carrier.

**In trips of more than 90 consecutive days outside the place usual residence, luggage is only guaranteed on round trips to Spain or the country of residence.**

**Items of value are covered for up to 50% of the sum insured for all of the baggage.** Items of value are understood to be baggage left in vehicles, jewelry, watches, pieces of precious metal, furs, paintings, art objects, items of silverwork and goldwork or other precious metals, unique objects, mobile phones, cameras and photography and video accessories, radios, sound and image recording and reproduction devices, and their accessories, computer equipment of any sort, remote-controlled models and accessories, rifles, shotguns, as well as their optical attachments, wheelchairs and medical devices and of similar nature.

To be taken into account by the Insured Person:

- Jewelry and furs are guaranteed only against theft and when deposited in a hotel safe deposit box or with the Insured Person.
- The application of the proportional rule is expressly repealed in the case of an event covered in this section, compensating the Insured Person up to the maximum amount covered.
- In case of theft, the Insured Person must file a formal report of the incident with the local police, and list therein all the objects and their monetary value, and obtain a copy of the report which the Insured Person must send to the Insurance provider. Such a report must be filed no later than 48 hours from the time of the theft.
- If the luggage is later located and recovered, it will remain deposited in the possession of the Insurance provider until the Insured person returns the compensation that for the loss, theft or destruction he/she had received in accordance with this Insurance.

### 29.- DELAY IN THE DELIVERY OF BAGGAGE REGISTERED IN PUBLIC TRANSPORT

In the event of a delay in the delivery of baggage registered in public transport, **which exceeds the number of hours stipulated in the Particular Conditions**, the Insurance provider shall be responsible for the amount of the essential items that the Insured Person must purchase due to the temporary delay of baggage; **it is an essential requirement that such items are acquired within the term of the suffered delay.**

The Insured Person must provide the corresponding documentation proving the delay, issued by the carrier, and the original invoices of the items purchased.

This coverage shall not be effective when the delay occurs upon the return to the usual residence of the Insured person.

The minimum time limit for the delay and the maximum sum insured for this concept is established in the Particular Conditions.

### 30.- DELAY OF THE MEANS OF TRANSPORTATION

In case of a delay in the departure of the contracted means of transport **which exceeds the number of hours stipulated in the Particular Conditions, and with advance notice by the Carrier Company issued within the last 24 hours and provided that the Insured Person has a previously confirmed ticket**, the Insurance provider shall reimburse the unforeseen travel, accommodation, living and extraordinary expenses. **For the purposes of this guarantee, only aircraft, long-distance trains or regular boat liners are acknowledged as means of transportation.**

The limits, both temporary and economic, shall be those established in the Particular Conditions.

### 31.- LOSS OF CONNECTIONS

If a connection is lost between two previously confirmed routes due to the delay of the initial means of transportation and **provided that there is a delay of two (2) or more hours with respect to the original departure time**, the Insurance provider shall reimburse the Insured Person for the corresponding travel, accommodation, living and extraordinary expenses, **up to the limit established in the Particular Conditions**.

**This coverage applies only to aircraft, long-distance trains or regular boat liners.**

### 32.- DELAY OF THE MEANS OF TRANSPORTATION DUE TO OVERBOOKING

If, the carrier has sold a greater number of seats than the existing ones, and as a consequence, there is a delay in the use of the means of transport, the Insurance provider shall reimburse the unforeseen travel, accommodation and extraordinary living expenses **up to the limit established in the Particular Conditions, if such delay is greater than six (6) hours**.

### 33.- CANCELATION OF THE MEANS OF TRANSPORTATION

If the effective cancellation of a trip of an Insured Person, with **confirmed** aircraft, long-distance train or regular boat liner **ticket** occurs, **with an advance notice issued in the last 24 hours by the Carrier Company** and provided that the Insured Person has a **previously confirmed ticket**, the Insurance provider shall reimburse the unforeseen travel, accommodation, living and extraordinary expenses **up to the limit indicated in the Particular Conditions**.

**For the purposes of this coverage, effective cancellation is understood as the total suspension of transportation that makes the trip of the Insured Person by the means contracted impossible.**

### 34.-V.I.P. SERVICES DUE TO INCIDENTS RELATED TO THE MEANS OF TRANSPORTATION

When the circumstances set for the Trip Delay and Loss of Connections coverage occur, in addition to the amounts established therein, the Insurance provider shall reimburse the expenses incurred by the Insured Person during the waiting period at the airport, harbor or train station, concerning WIFI connection of mobile devices and access to VIP waiting rooms, **whenever, prior payment, access is possible**.

**Only expenses incurred at the airport, harbor or train station where the delay originates and for the duration of the delay shall be reimbursed.**

**The maximum limit of expenses for this coverage shall be the one established in the Particular Conditions.**

### 35.- EARLY RETURN OF THE INSURED PERSON DUE TO THE DEATH OF A FAMILY MEMBER

Whenever the Insured Person must interrupt the trip due to the death of a family member the Insurance provider shall take care of the transfer by **train (first-class) or plane (tourist class) ticket, or by the public and collective means of transport that the Insurance provider considers more suitable**, to the usual residence or to the place of burial in the country of usual residence, and **provided that he/she cannot use his / her own means of transportation or the one rented to make the trip.**

Likewise, the Insurance provider will pay for a second ticket for the transportation of the person who accompanied the Insured person who anticipated his / her return on the same trip, provided that this second person is insured by this contract.

### 36.- EARLY RETURN OF THE INSURED PERSON DUE TO THE HOSPITALIZATION OF A FAMILY MEMBER

When the Insured Person must interrupt the trip **due to of the hospitalization of a family member for more than three (3) nights**, the Insurance provider shall take care of the **transfer by train (first-class), airplane (tourist class) or by the public and collective means of transport that the Insurance provider considers more suitable**, to the usual residence of the Insured Person or to the place of hospitalization in the country of usual residence, and **provided that he/she cannot use his / her own means of transportation or the one rented to make the trip.**

Likewise, the Insurance provider will pay for a second ticket for the transportation of the person who accompanied the Insured person who anticipated his / her return on the same trip, provided that this second person is insured by this contract.

### 37.- EARLY RETURN DUE TO SERIOUS DAMAGE TO THE RESIDENCE OR BUSINESS PREMISES OF THE INSURED PERSON

The Insurance provider shall be responsible for any **urgent and immediate** travel expenses, **by train (first-class), airplane (tourist class) or by the public and collective means of transport that the Insurance provider considers more suitable**, to the usual residence of the Insured Person, due to the occurrence of a fire, explosion, flood or robbery event, in their usual residence or their own professional or rented premises that made them uninhabitable, or at serious risk of greater damage, that justifies in an essential and immediate manner, the presence of the Insured Person and the necessity of the trip, **provided that he/she cannot use his / her own means of transportation or the one rented to make the trip.**

Likewise, the Insurance provider will pay for a second ticket for the transportation of the person who accompanied the Insured person who anticipated his / her return on the same trip, provided that this second person is insured by this contract.

### Exclusions applicable to Incident Coverage in Travel, Flights and Assistance Services

The following are not covered by this Contract:

- a) **Goods, travel tickets, cash money, stamp collections, titles of any nature, documents in general and securities on paper, tapes and/or memory disks, documents recorded on magnetic stripe or film tapes, and collections.**
- b) **Petty theft.** It is understood as the theft act committed without being noticed, without violence or intimidation of persons or the use of force on objects.
- c) **Damage due to normal or natural wear and tear, inherent defect and inadequate, insufficient or unidentified packaging, as well as fragile luggage or perishable goods. Damage produced by environmental or weather influences.**
- d) **Objects, not entrusted to a carrier, that have simply been lost or forgotten.**
- e) **Theft during a stay in camping and caravan, in a free camping site, or in any non-fixed, mobile or transportable accommodation, excluding valuable items.**
- f) **The damage, loss or theft of objects and personal effects that have been left unattended in a public place or in a place made available to several occupants.**
- g) **Damage caused directly or indirectly by strikes, earthquakes and radioactivity.**
- h) **Damage caused intentionally by the Insured Person or because of gross negligence and those caused by spillage of liquids that are inside the baggage.**
- i) **All motor vehicles, as well as their parts and accessories.**
- j) **Coverage of delay or cancellation produced as a result of a strike or labor dispute is excluded.**

### C) TRAVEL ASSISTANCE SERVICES

#### 38.- TRAVELER INFORMATION SERVICE

Prior to the start of a trip or during the same, the Insurance provider shall provide **basic information** by telephone to the Insured Person regarding the issuance of passports, required visas, recommended or compulsory vaccinations, currency exchange, Spanish Consulates and Embassies worldwide and, in general, **information useful to the traveler.**

#### 39.- LONG DISTANCE MEDICAL ADVICE OR CONSULTATION

If, during the trip, the Insured Person requires medical information that **cannot be obtained locally**, such information may be requested by telephone from the Insurance provider, who shall facilitate it through its Assistance Centers, **without assuming any responsibility for said information**, considering the impossibility of providing a diagnosis by telephone, without the direct observation of the patient.

#### 40.- ASSISTANCE RELATED TO ADMINISTRATIVE PROCEDURES DUE TO HOSPITALIZATION ABROAD

The Insurance provider shall collaborate, **as much as possible**, in the management of all **necessary** administrative procedures to formalize the admission of the Insured Person in the Hospital Center, **upon request to the Assistance Center of the Insurance provider.**

#### 41.- ASSISTANCE INFORMATION SERVICE

In the case of an event covered by this Insurance, the Insurance provider, with the express consent of the Insured person, will make available to his/her relatives its Network of Assistance Centers to provide whatever information is necessary related to the assistance and care operations carried out.

#### 42.- TRANSMISSION OF URGENT MESSAGES

The Insurance provider shall make available to the Insured Person its Network of Assistance Centers to transmit **urgent messages referring to an event with coverage** suffered by the Insured **and which cannot be sent in any other way by the Insured.**

#### 43.- TRACING OF LOST BAGGAGE OR PERSONAL OBJECTS

The Insurance provider shall make available to the Insured Person its Network of Assistance Centers for all necessary search and location arrangements in case of lost baggage, **whenever the carrier is responsible.** The Insurance provider shall likewise facilitate its collaboration so that the Insured Person can file the corresponding claim or complaint.

#### 44.- COUNTRY GUIDE

The Insurance provider makes available to the Insured Person updated information of countries of destination, through access to the website, which contains information on recommended vaccines and information on diseases in the area. In addition, recommendations on medical assistance at the country of destination, as well as addresses and emergency contact numbers are included. This information is completed with general advice including cultural aspects, embassies, currency, local festivities and weather.

### D) PRIVATE CIVIL LIABILITY COVERAGE

#### 45.- PRIVATE CIVIL LIABILITY

The Insurance provider shall be liable **if established in the Particular Conditions, and up to the limit set therein**, for any monetary compensation in accordance with articles 1902 to 1910 of the Civil Code or similar provisions provided by foreign legislation, that the Insured person must satisfy, in his / her capacity as a **private person**, as civilly liable for **bodily or material damage caused involuntarily during the trip to third parties** (people, animals or things).

Neither the contracting party of the insurance, nor the other Insured Persons of this Insurance, nor their spouses or officially registered partners (either in local, regional or national registries) nor their ascendants or descendants, nor any other family member living with either of them nor their business partners, paid employees or any other individual who by law or by fact is a dependent of the contracting party or the Insured Person, shall be considered a third party, as long as they act within the scope of such dependency.

This limit likewise applies to the payment of legal costs and expenses, as well as the provision of legal bonds required of the Insured Person.

The deductible amounts that shall be applicable per event covered by this Insurance, as well as the maximum amount guaranteed per contract and year, are established in the Particular Conditions.

#### Exclusions applicable to Private Civil Liability Coverage

The following are not covered by this Contract:

- a) Any type of Responsibility that corresponds to the Insured Person for **driving a motor vehicle, aircraft or boat, as well as for the use of firearms.**
- b) Civil Liability derived from any **professional, political or associative activity.**
- c) **Fines or penalties imposed by courts or authorities of any kind.**
- d) The Responsibility derived from the **practice of a professional sport as well as the following modalities, (even amateur practice), mountaineering, boxing, bobsleigh, caving, judo, parachuting, hang gliding, gliding, polo, rugby, shooting, yachting, martial arts and those practiced with motor vehicles.**
- e) **Damage to objects entrusted by any title to the Insured Person.**
- f) Civil Liability derived from the **ownership or possession of animals, swimming pools, fuel tanks, etc.**
- g) Civil Liability derived from **corporate, union or community activities.**
- h) Civil Liability derived from the **ownership and/or possession of weapons and motor vehicles.**
- i) Civil Liability for **temporary accommodation of minors, friends, etc.**
- j) Civil liability for **damages to goods that have been entrusted.**

<b>E) OPTIONAL CONTRACTING COVERAGE</b>
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**46.- DEATH OR PERMANENT DISABILITY BECAUSE OF ACCIDENT**

If, as a result of an **accident**, as defined in this Contract, **suffered during a trip**, the death of the Insured Person occurs or he/she suffers a degree of absolute disability, the Insurance provider shall proceed to compensate the Insured Person, the beneficiaries or the legal heirs, **up to the limit established in the Particular Conditions**.

For the purposes of this Contract, Absolute Permanent Disability includes the following injuries:

Type of injury	Degree of disability
Incurable mental alienation, which precludes the exercise of any work activity	100%
Complete blindness in both eyes	100%
Total loss of both legs or feet, both hands or arms, one arm and one leg or one hand and one foot	100%
Quadriplegia	100%
Paraplegia	100%

**To be taken into account by the Insured Person:**

a) The existence of various types of disability arising from the same accident shall not be cumulative.

b) If a bodily member or organ affected by a claim has previously suffered amputations or functional limitations, the percentage of compensation applicable shall be the difference between that of the pre-existing disability and the one resulting after the accident.

c) The determination of the degree of disability resulting from the accident shall be carried out in accordance with article 104 of Law 50/1980. If the Insured Person does not accept the proposition of the Underwriter regarding the degree of disability, the parties shall submit to the decision of Medical Experts in accordance with articles 38 and 39 of said Law.

Without prejudice to what may be established under particular conditions, the benefits provided for the risks of Death and Absolute Permanent Disability, are not cumulative with each other. Therefore, the payment of a benefit shall automatically cancel those related to other Coverage.

However, if after the payment of permanent disability compensation, the death of the Insured Person or a major disability occurs as a result of the same event, the Insurance provider shall pay the difference between the amount paid for said disability and the sum insured in the case of death, when such sum is higher.

**The maximum aggregate limit related to the same event for this Coverage shall be established in the Particular Conditions.**

**CLAUSE RELATED TO THE COMPENSATION BY THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES ARISING FROM EXTRAORDINARY EVENTS IN INDIVIDUAL INSURANCE.**

In accordance with the provisions of the consolidated text of the Articles of Association of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004, of October 29, the Contracting Party of an insurance contract which must include a surcharge in favor of the aforementioned public business organization has the power to agree on the coverage of extraordinary risks with any insurance company that meets the conditions required by current legislation.

The compensations derived from events caused by extraordinary incidents, occurred in Spain or abroad, whenever Spain is the place of usual residence of the Insured person, shall be paid by the Insurance Compensation Consortium when the insurance contracting party has paid the corresponding surcharges in his favor and any of the following situations occur:

- a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance contract agreed with the insurance company.
- a) That, even being covered by said insurance contract, the obligations of the insurance company could not be fulfilled due to having been declared judicially in bankruptcy or due to being subject to a liquidation procedure intervened or assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall adjust its actions to the provisions of the aforementioned Articles of Association, to Law 50/1980, of October 8, to the Insurance Contract, to the Extraordinary Risk Insurance Regulations, approved by Royal Decree 300 / 2004, of February 20, and to the complementary provisions.

**SUMMARY OF LEGAL STANDARDS**

**1. Extraordinary occurrences covered:**

- a) The following phenomena of nature: earthquakes and tidal waves; extraordinary floods, including those caused by sea waves; volcanic eruptions; atypical cyclonic storm (including extraordinary gusting winds over 120 km / h and tornadoes); and the fall of falling space debris and aeroliths.
- b) Those caused violently as a consequence of terrorism, rebellion, sedition, mutiny and riot.
- c) Acts or actions of the Armed Forces or of the Security Forces and Corps in peacetime.

Atmospheric and seismic phenomena, volcanic eruptions and the fall of sidereal bodies shall be certified, at the request of the Insurance Compensation Consortium, through reports issued by the State Meteorological Agency (AEMET), the National Geographic Institute and the other competent public bodies regarding the matter. In cases of political or social events, as well as in the case of damage caused by acts or actions of the Armed Forces or the Security Forces or Corps in peacetime, the Insurance Compensation Consortium may collect from the competent jurisdictional and administrative bodies information on the occurrences.

## 2. Excluded risks:

- a) Those that do not give rise to compensation according to the Insurance Contract Law.
- b) Those caused to persons insured by an insurance contract other than those in which the surcharge in favor of the Insurance Compensation Consortium is mandatory.
- c) Those caused by armed conflict, even if not preceded by an official declaration of war.
- d) Those derived from nuclear energy, without prejudice to the provisions of Law 12/2011, of May 27, on civil liability for nuclear damage or damage caused by radioactive materials.
- e) Those produced by phenomena of nature other than those indicated in section 1.a) above and, in particular, those produced by elevation of the water table, movement of slopes, landslide or terrain settlement, rockfall and similar phenomena, except that these were manifestly caused by the action of rainwater, which, in turn, would have caused an extraordinary flood situation in the area and occurred simultaneously with the said flood.
- f) Those caused by civil disturbance actions produced in the course of meetings and demonstrations carried out in accordance with the provisions of Organic Law 9/1983, of July 15, regulating the right of assembly, as well as during the course of legal strikes, except if the aforementioned actions could be classified as extraordinary occurrences indicated in section 1.b).
- g) Those caused by the bad faith of the Insured person.
- h) Those related to incidents occurred before the payment of the first premium or when, in accordance with the provisions of the Insurance Contract Law, the coverage of the Insurance Compensation Consortium is suspended or the insurance is extinguished due to premium non-payment.
- i) Events that, due to their magnitude and severity, are classified by the Government of the Nation as «catastrophe or national calamity».

## 3. Extension of coverage.

- a) The coverage of extraordinary risks shall reach the same people and the same insured amounts that have been established in the insurance contracts for the purposes of covering ordinary risks.
- b) In life insurance contracts that in accordance with the provisions of the contract, and in accordance with the regulations governing private insurance, generate a mathematical provision, the coverage of the Insurance Compensation Consortium shall refer to the capital at risk for each insured person, that is, the difference between the sum insured and the mathematical provision that the insurance company that issued it must have established. The amount corresponding to the mathematical provision shall be paid by the aforementioned insurance company.

### **COMMUNICATION OF DAMAGE TO THE INSURANCE COMPENSATION CONSORTIUM**

1. The request for compensation for damages which coverage corresponds to the Insurance Compensation Consortium shall be made by communication to the same by the insurance contracting party, the insured person or the beneficiary of the policy, or by whoever acts on behalf and name of the above, or by the insurance company or the insurance broker who managed the insurance.
2. The communication of the damage and the obtaining of any information related to the procedure and the status of the processing of the covered events may be carried out:
  - By contacting the Call Center of the Insurance Compensation Consortium  
(900 222 665 or 952 367 042).
  - Through the website of the Insurance Compensation Consortium ([www.conorseguros.es](http://www.conorseguros.es)).
3. Assessment of damage: the assessment of the damage that is compensable in accordance with the insurance legislation and the content of the insurance contract shall be carried out by the Insurance Compensation Consortium, without it being bound by the valuations that, if applicable, the insurance company that covered the ordinary risks would have carried out.
4. Payment of the compensation: The Insurance Compensation Consortium shall pay the compensation to the insurance beneficiary via bank transfer.

### Exclusions applicable to Accident Coverage

**In addition to those mentioned under the section of the exclusions generally applicable to Medical and Travel Assistance coverage, the following are excluded from the contract:**

- a) **Accidents caused by states of mental alienation, paralysis, apoplexy, epilepsy, diabetes, alcoholism, drug addiction, spinal cord diseases, syphilis, AIDS (except as provided in the Second Medical Opinion guarantee if contracted), encephalitis, and, in general, any injury or illness that impairs the physical or mental ability of the Insured Person.**
- b) **Diseases, hernias, lumbago, heart attacks, intestinal strangulations, complications of varicose veins, poisonings or infections that do not have as direct and exclusive cause an injury included within the insurance guarantees. The consequences of surgical operations or unnecessary treatments for the healing of accidents suffered and those belonging to the care of the person himself.**
- c) **Injuries suffered from accidents resulting from the use of two-wheeled vehicles with a cylinder capacity exceeding 75 c.c.**
- d) **Injuries that occur in the exercise of professional activity with aggravated risk. This exclusion may be repealed prior express authorization of the Insurance provider and by applying a surcharge.**
- e) **Situations of aggravation of an accident occurring prior to the formalization of the Contract are not included.**

## 47.- CANCELLATION EXPENSES

The Insurance provider shall be responsible for the amount specified in the Particular Conditions to reimburse the travel cancellation costs that are incurred by the Insured person and are invoiced by application of the general conditions of sale of the Agency or any of the suppliers of the trip, **whenever not recoverable by the Insured person**, in the case that the Insured person had to **cancel the trip before its start for any of the reasons detailed below, which occurred after the insurance was contracted and forced the Insured person to cancel or postpone the trip on the scheduled date.**

For the purposes of this Insurance, the management expenses, cancellation costs, if any, and the penalty that according to the law or the conditions of the trip may have been applied shall be understood as included in this coverage.

### 1. For health reasons:

#### 1.1 Death, serious bodily accident or serious illness:

- Of the Insured person or of any person indicated in the definition: Relatives. In the case of first-degree descendants who are **under 24 months old**, the illness shall not be required to be serious.
- This coverage will also be applicable when the hospitalized or deceased person keeps any of the aforementioned relationships with the spouse, domestic partner or person who, as such, lives permanently with the Insured person.
- Of the person in charge during the trip of the custody of the minor children or disabled relatives of the Insured person who are legally dependent on the latter.
- Of the direct superior of the Insured person at his job, provided that this circumstance prevents him/her from making the trip at the request of the Company he/she works for.

#### To be taken into account by the Insured person:

In relation to the Insured person, serious illness means an alteration of health that implies hospitalization or the need to stay in bed **within 7 days prior to the trip**, and which **makes it, medically impossible to start the trip on the scheduled date.**

When the disease affects any of the aforementioned persons, other than the Insured person, it shall be understood as serious when it involves hospitalization **within 7 days prior to the trip or carries the risk of imminent death.**

A serious accident is understood as bodily harm, unintentional on the part of the victim, arising from the sudden action of an external cause and which, **in the opinion of a medical professional, makes it impossible for the Insured person to start the trip on the scheduled date, or involves a risk of death** for any of the aforementioned relatives.

**1.2. Call for surgical intervention** of the Insured person, provided that he/she was already on the waiting list at the time of contracting both the trip and the insurance.

**1.3. Call for medical tests** of the Insured person or first-degree relative, carried out by the Public Health as a matter of urgency, provided that they are justified by the seriousness of the case.

**1.4. Summons for transplantation of an organ** to the Insured person or first-degree relative, provided that he/she was already on the waiting list at the time of contracting both the trip and the insurance.

**1.5.** Whenever the Insured, person his / her spouse, domestic partner or the person who, as such, lives permanently with the Insured person, must stay in bed **by medical prescription as a consequence of a risky pregnancy, provided that this risky state has initiated after the contracting.**

**1.6. Serious complications in the state of pregnancy** that, due to a medical prescription, require rest or require hospitalization of the Insured person, his / her spouse, domestic partner or person who, as such, lives permanently with the Insured person, **provided that such complications have occurred after the contracting of the Insurance and seriously jeopardize the continuity or the necessary development of said pregnancy.**

**1.7. Premature delivery of the Insured person.**

## **2. For legal reasons:**

**2.1. Citation, as part, witness or jury** of a Civil or Criminal Court.

**2.2. Citation as a member of an electoral table,** for elections at a regional or municipal state level.

**2.3. Citation for presentation and signing of official documents.**

**2.4. Delivery of a child for adoption,** which coincides with the planned dates of the trip.

**2.5. Citations for notarized divorce proceedings.**

**2.6. The unexpected denial of a visa.**

**2.7. The imposition of a traffic sanction which amount exceeds € 600,** provided that both the infringement committed and the knowledge of its sanction **had occurred after contracting the trip.**

**2.8. Withdrawal of the driving license, as long as the vehicle was to be used as a means of transportation for the trip and none of the companions of the Insured person could substitute** for driving the vehicle.

## **3. For work reasons:**

**3.1. Non-disciplinary dismissal of the Insured person,** as long as it occurs after contracting the Insurance and before the start of the trip.

**3.2. Presentation of an Employment Regulation File** that directly affects the Insured person as a worker, seeing his or her working day reduced, totally or partially. **This circumstance must occur after the subscription date of the insurance.**

**3.3. Incorporation of the Insured person to a new job, in a company different from the one where he/she performed their last job, provided that it is regulated with an employment contract and that the incorporation occurs after the insurance subscription.** This coverage shall also be valid when the incorporation is made from an unemployment situation.

**3.4. Geographical transfer of the job as long as it involves a change of address of the Insured person during the scheduled dates of the trip and he/she is self-employed.**

**3.5. Presentation to official exams**, both as a respondent or as a member of the examination court, **convened and announced through a public body after the insurance is signed and that coincides with the dates of the trip.**

**3.6. Dismissal of any of the parents** of the Insured person, when the trip has been paid by one of them.

**3.7. Extension of the employment contract that prevents the completion of the trip.**

#### **4. For extraordinary causes:**

**4.1.** Act of **air piracy** that makes it impossible for the Insured person to start the trip on the scheduled dates.

**4.2. Declaration of catastrophe zone**, due to natural catastrophes, at the place of residence of the Insured person or at the destination.

**4.3.** Judicial declaration of **suspension of payments or bankruptcy** of the company for which the Insured person works.

**4.4.** Serious damage caused by **fire, explosion, theft or by force of nature**, at the main or secondary residence, or at the professional premises of the Insured person and **whenever his / her presence is imperatively necessary.**

**4.5.** A requirement for **urgent and inexcusable incorporation into the Armed, Police or Fire Forces**, provided that it has occurred after the insurance is contracted and that it was not known at the time of making the reservation.

#### **5. Other causes:**

**5.1. Income Declaration made in parallel** by the competent tax authority that results in an amount to be paid by the Insured person **greater than € 600**

**5.2. Cancellation of the person who must accompany the Insured person on the trip, registered at the same time as the latter and insured by this same contract**, provided that the cancellation originates from one of the causes listed above and, as a result, the Insured person must travel alone.

**5.3. Breakdown or accident related to the vehicle owned by the Insured person that makes it impossible to start the trip.**

Notwithstanding the foregoing, and provided that the trip is not canceled by the Insured person, the Insurance provider **shall guarantee the reimbursement of the reasonable and justified expenses** for the rental of a vehicle to continue the trip as originally planned. The **maximum amount to be paid by the Insurance provider shall be the lesser of the following amounts:**

a) **50%** of the cost of the cancellation expenses that would have been generated if the said trip had been canceled at the time of the accident or breakdown.

b) **50%** of the sum insured of the trip cancellation guarantee.

**In the event of the cancellation of the trip due to any of the other causes reflected in the Insurance conditions, and if this coverage has already been compensated, the total amount of the cancellation expenses generated shall be deducted from the amount paid out of this coverage.**

**5.4. Theft of documentation or baggage that makes it impossible for the Insured person to start the trip.**

**5.5. Cancellation of a wedding ceremony** provided that the insured trip was a honeymoon.

**5.6. Obtaining a trip and/or stay similar to that contracted, free of charge, in a public draw and before a Notary.**

**5.7. Concession of official scholarships that prevent the completion of the trip.**

**5.8. Change of school** of the Insured person or of children living with him/her, **once the academic year has already started.**

In the Annual Modality (Individual or Family), the insured amount for this coverage is established per insurance annuity, so that, in the case that the total amount covered is consumed on an event under coverage, this section shall no longer supply effect until the next annuity, in which the full replenishment of the insured amount would take place.

#### Exclusions applicable to Cancellation Expenses Coverage

Travel cancellations originated due to the following shall not be covered:

- a) Cures, aesthetic treatments, contraindication or lack of vaccination, contraindication to fly, the impossibility of following medical treatment at the place of destination, voluntary termination of pregnancy, alcoholism and illegal drug use.
- b) Mental, nervous or psychiatric illnesses, depressions that do not involve hospitalization, or with a hospitalization period of fewer than seven days.
- c) Diseases or illnesses prior to the reservation of the trip, as well as its consequences, unless it forces hospitalization for more than 24 hours and with a medical discharge date at least 7 days prior to the start date of the trip, except as indicated in points 1.2. and 1.4.
- d) In general, all cancellations for causes prior to the time of contracting that were known to the Insurance contracting party and/or Insured person.
- e) Participation in fights, crimes, bets, contests, competitions, except in cases of self-defense established by a Court.
- f) Restrictions related to the mobility of the Insured person imposed by the governments or competent health authorities in situations of quarantine, epidemics or pandemics, both at the country of origin of the insured person and at the destination, which make it impossible to start the trip.
- g) Conscious breach of official prohibitions.

- h) **The non-presentation, for any reason, of the indispensable documents in every trip, such as passport, visa, flight tickets or vaccination certificates.**
- i) **Intentional acts, as well as self-harm, caused intentionally, suicide or attempted suicide.**
- j) **Events caused by radiation from nuclear transmutation or decay or radioactivity, as well as those derived from biological or chemical agents.**

#### 48.- VACATION REIMBURSEMENT

The Insurance provider shall reimburse the Insured person, **up to the maximum amount established in the Particular Conditions**, the cost of the services, contracted **prior to the start of the trip and after documentary justification for the payment** thereof, **which could not have been used or fully or partially reimbursed** as a consequence of the anticipated conclusion of the scheduled trip, which necessarily implies the return of the Insured person to his / her usual place of residence, for any of the following causes, occurred during the course of the trip:

- a) Due to an accident or illness of the Insured person.
- b) Due to the hospitalization of an uninsured relative **which requires a minimum stay of 24 hours**, once the trip has started.
- c) Due to death, **during the trip**, of the Insured person or an uninsured relative.
- d) Due to serious damage to the home or professional office of the Insured person, **occurred after the start date of the trip**, caused by a fire that has led to the intervention of firefighters, an explosion, an act of theft reported to the police authorities or a serious flood **that requires the presence** of the Insured person.

For the purposes of this coverage, any of those indicated in the definition of Family Members shall be considered a relative of the Insured person. This coverage shall also apply when the hospitalized or deceased person has any of those same relationships with the spouse or partner of the Insured person. This coverage shall also be extended to a companion that the Insured person might have during the trip, provided that he/she is also covered by this Insurance, in case he/she decides to end the trip early to accompany the Insured person to the usual place of residence.

When a family is traveling together, the early return of all the members of the same shall be contemplated, **up to a maximum of four people**. If it is a family with minor children, two more would be included, **up to a maximum of six people**.

#### To be taken into account by the Insured person:

- **The amount of the reimbursement shall be obtained by dividing the total cost of the contracted and paid services by the number of travel days established in the Particular Conditions of the Insurance and then multiplying the daily amount, obtained by means of that calculation, by the number of lost travel days.**
- **The count of lost travel days shall be carried out from the day following that on which the event that led to the interruption of the trip occurred.**

- In the Annual Modality (Individual or Family), the insured amount for this coverage is established per insurance annuity, so that, in the case that the total amount covered is consumed on an event under coverage, this section shall no longer supply effect until the next annuity, in which the full replenishment of the insured amount would take place.

### Exclusions applicable to Vacation Reimbursement Coverage

The following lack coverage in this insurance:

- a) Early returns that have not been communicated to the Insurance provider and that have not been made by or with its agreement, except in cases of force majeure or proven material impossibility.
- b) Events under coverage intentionally caused by the Insured person, the Insurance Contracting Party, the Beneficiaries or persons traveling with the Insured person.
- c) Any reimbursement requested in those cases in which the return of the Insured person occurred on the date scheduled for the end of the trip or after it.
- d) Illnesses or injuries that occur as a result of chronic or pre-travel conditions (except worsening or decompensation of a chronic disease during the trip).
- e) Psychiatric and mental illnesses and depression without hospitalization.
- f) Illnesses or injuries that occur in the exercise of the professional activity of aggravated risk.
- g) Voluntary acts, as well as intentional self-harm, suicide, or suicide attempt.
- h) Treatment, diseases or pathological states produced by ingestion or administration of toxins (drugs), alcohol, narcotics or by the use of medicines without medical prescription.
- i) Births.
- j) Pregnancies, except for unforeseeable complications during the first 24 weeks of gestation.
- k) Participation in bets, duels, crimes, fights, except in cases of legitimate defense.
- l) Terrorism.
- m) Aesthetic treatments, periodic reviews, cures, contraindications for air travel, vaccinations, the impossibility of following the recommended preventive medicinal treatment in certain destinations, the voluntary interruption of pregnancy.
- n) The non-presentation, for any reason, of the necessary documents in any trip, such as passport, visa, tickets, ID or vaccination certificates.
- o) Covered events that are caused by radiation from nuclear transmutation or decay or radioactivity, as well as those derived from biological or chemical agents.
- p) Public Health Emergency of International Relevance.

**F) OPTIONAL WINTER SPORTS COVERAGE****49.- RESCUE ON SKI RUN**

The Insurance provider shall be responsible, **up to the amount established in the Particular Conditions**, for the payment of sleigh rescue expenses inside the ski resort, when it is the **result of an accident of the Insured Person occurred within the ski runs**, provided that **said amount has been previously paid by the Insured Person and when it is not recoverable by the same**.

**50.- GROUND AMBULANCE EXPENSES**

The Insurance provider shall be responsible, **up to the amount established in the Particular Conditions**, for the payment of ambulance transportation expenses from the ski resort to the nearest hospital, **when it is the result of an accident of the Insured Person within the ski runs**, provided that **said amount has been previously paid by the Insured Person and when it is not recoverable by the same**.

**51.- CRUTCH EXPENSES DUE TO ACCIDENT**

The Insurance provider shall be responsible, **up to the amount established in the Particular Conditions**, for the payment of crutch expenses, whenever necessary due to an **accident of the Insured Person while skiing**, provided that **said amount has been previously paid by the Insured Person and when it is not recoverable by the same**.

**52.- SKI PASS EXPENSES**

The Insurance provider shall be responsible, **up to the amount established in the Particular Conditions**, for the reimbursement of the cost of the unused ski pass, **in case of accident of the Insured Person while skiing**, which forces their repatriation, transfer or early return, **provided that said amount has been previously paid by the Insured Person and when it is not recoverable by the same**.

**53.- LOSS OF SKI LESSONS**

The Insurance provider shall be responsible, **up to the amount established in the Particular Conditions**, for the reimbursement of the cost of unused ski lessons, in the event of an **accident of the Insured Person while skiing**, which forces their repatriation, transfer or early return, **provided that said amount has been previously paid by the Insured Person and when it is not recoverable by the same**.

**Exclusion applicable to Winter Sports Coverage**

**The coverage contracted do not include the consequences of an off-piste mountain accident or the circuits established for the activity in question.**

#### 4.- GENERAL EXCLUSIONS

Damages, situations or expenses, which are a consequence of the following, are not covered by this contract:

- a) Services that have not been previously communicated to the Insurance provider and those for which agreement of the latter has not been obtained, except in cases of duly accredited material impossibility.
- b) If the Insured Person refuses to be transferred or repatriated at the time or under the conditions determined by the medical service of the Insurance provider, all coverage contained in the contract and the resulting expenses shall be automatically suspended as a result of that decision.
- c) The expenses incurred once the Insured person is at the usual place of residence, those incurred outside the scope of application of the insurance coverage, and in any case, once the dates of the trip object of the contract have concluded, except for what is indicated in the Medical Expenses coverage.
- d) Those derived from the professional or remunerated practice of any sport (including training), as well as those that occur during the participation of the Insured Person in competitions of any type and in any case the practice of the following modalities even if amateur: motorsports, mountaineering, canyoning, climbing, caving, hunting, skiing and/or winter sports, gymnastics, bungee jumping, water sports, underwater and diving, the use of light aircraft and any other sports involving aerial risk (such as parachuting, hang gliding, ballooning, etc.), horse riding, boxing, any form of wrestling, martial arts, bullfighting, "capeas", bull runs and the participation in any other bullfighting show; and, in general, any sport or recreational activity of a notoriously dangerous or high-risk nature.
- e) The use, as passenger or crew member, of means of air or maritime navigation (unless traveling as a paying passenger on a regular flight) not authorized for public passenger transport, as well as helicopters.
- f) The rescue in mountains, chasms, seas, jungles or deserts, in unexplored regions, except as provided in the coverage "Search and Rescue Expenses". Trips aimed at exploration or by submarine are excluded.
- g) Those caused directly or indirectly by the bad faith of the Insured Person, by their participation in criminal acts, or by their intentional, seriously negligent or reckless actions. Participation of the Insured in bets and/or challenges - disputes and/or quarrels except for legitimate self-defense or in an attempt to save people or property. Fraudulent acts of the Contracting Party, Insured Person, Beneficiary or their family members, as well as suicide or attempted suicide.
- h) The consequences of the actions of the Insured Person in a state of mental alienation or under psychiatric treatment, drunkenness or under the effects of drugs or narcotics of any kind are not covered. For these purposes, it will be considered that there is drunkenness when the Insured person, medical professional or competent authority declares it or when the Insured person refuses to undergo the alcohol or toxicology test.

- i) Incidents derived from armed conflict or war, even if not declared, terrorism, rebellion, revolution, invasion and insurrection, the use of military power or usurpation of government or military power, riots, popular riots, earthquakes, seismic movements, floods, hurricanes, tsunamis, volcanic eruptions and other phenomena of extraordinary character or events that due to their magnitude and severity are classified as a catastrophe or national calamity, notwithstanding that they are covered by the Extraordinary Risks coverage, as well as the damages caused, directly or indirectly, by nuclear, radioactive, chemical or biological exposure or contamination. Events in which coverage corresponds to the Insurance Compensation Consortium are excluded in any case.
- j) Incidents derived from the waiver or delay, by the Insured Person or Persons responsible for him/her, of the services proposed by the Insurance provider and/or agreed by the Medical Service of the latter.
- k) The consequences of surgical interventions or treatments that are unnecessary for the cure of an accident or illness covered by this Insurance contract.
- l) The Insurance Provider is relieved of responsibility when due to force majeure it cannot carry out any of the benefits specifically provided for in this Insurance contract.
- m) Unless expressly agreed otherwise, the events that occurred in countries that, at the beginning of the trip, are at war, declared or not, or in armed conflict are not covered.
- n) The Insurance provider shall not grant cover and therefore shall not be liable for any compensation or indemnity when such compensation or indemnity exposes the Insurance provider to any sanction, prohibition or restriction in accordance with the resolutions issued by the United Nations or by virtue of laws, regulations or trade and/or economic sanctions of the European Union, the United Kingdom or the United States of America.

The Insurance provider, by the reception of the corresponding supplementary premium, may consider some of the excluded risks described as covered, provided that it is expressly stated in the Particular or Special Conditions.

## 5.- GENERAL RULES THAT GOVERN THE INSURANCE

### GEOGRAPHIC SCOPE

The coverage of this insurance shall have effect worldwide, and are valid for different countries **depending on the option specified in the Particular Conditions.**

**European countries:** Albania, Austria, Germany, Andorra, Armenia, Azerbaijan, Belgium, Belarus, Bosnia and Herzegovina, Bulgaria, Vatican City, Cyprus, Croatia, Denmark, Slovakia, Slovenia, Spain, Estonia, Finland, France, Georgia, Greece, Hungary, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Republic of Macedonia, Malta, Moldova, Monaco, Montenegro, Norway, Netherlands, Poland, Portugal, United Kingdom, Czech Republic, Romania, Russia (the European part, up to the Urals), San Marino, Serbia, Sweden, Switzerland, Turkey and Ukraine. **The overseas territories of the above-listed countries outside the geographic territory of the European Continent are not considered to be within the scope of Europe, except for the Canary Islands, the Azores, and Madeira.**

For the coverage indicated, the following Mediterranean basin countries shall have the same consideration as Europe: Morocco, Algeria, Tunisia, Libya, Egypt and Israel.

The guarantees shall only be valid **more than 30 kilometers** from the usual residence of the Insured Person, except in the Balearic and Canary Islands, where it shall be **more than 15 kilometers.**

## 6.- AGE LIMIT

The coverage of this Insurance shall be enforceable **ninety (90) days after the birth** of the Insured Person (prior notice thereof) and shall cease at 0:00 am on the day the Insured Person reaches the age of **70, unless otherwise provided in the Particular or Special Conditions.**

## 7.- EFFECT AND DURATION OF THE CONTRACT

- a) **Cancellation Expenses:** This coverage must be contracted prior to or at the time of confirmation of the trip reservation and shall end at the time the trip starts. They may also be contracted after the confirmation of the reservation, **in which case, a period of 72 hours shall be implemented, during which the coverage cannot be used as of the date of contracting the insurance.**
- b) **Other coverage:** unless otherwise stipulated, the contract shall come into force, **provided that the Insured person, or the Contracting Party, have paid the corresponding insurance price**, at 0 hours on the day indicated in the Particular Conditions and shall end at **24 hours. on the day the time stipulated is fulfilled.**

The insurance must be contracted prior to the departure date of the trip. If the insurance is contracted once the trip has begun, **its coverage shall take effect 72 hours after the contracting.**

If a second or successive Insurance is contracted due to the termination of the coverage period of the previous one, the contracting must be done before the previous contract becomes null and void. If subscribed later and there has been a period of time without either of the two insurances in force, **the coverage shall not be effective until 72 hours after contracting.**

The insurance shall have the duration indicated in the Particular Conditions.

The insurance coverage is effective at the time and date indicated in the Particular Conditions, provided that the contract has been signed and the first receipt, if there are several, or the full receipt if there is only one payment, has been paid.

## 8.- INDIVIDUAL INSURANCE CERTIFICATES AND DOCUMENTATION

The Insurance provider shall provide the Insurance contracting party with an individual insurance certificate for each Insured person that shall include an extract of the General, Particular and Special Conditions, if applicable, instructions for the use of the services and coverage offered through the insured coverage, as well as the Information Note Prior to Contracting and the Information Document on Insurance Products.

**The insurance contracting party expressly assumes the duty to deliver the Certificate to the Insured person, as well as the information on the contractual conditions and other legally required circumstances.**

## 9.- COMPOSITION OF THE INSURED GROUP

Under the **group insurance modality**, the insurance contracting party shall indicate to the Insurance provider the composition of the Insured Group and shall also be **bound to notify the Insurance provider of the modifications that occur** in said group and which may consist of:

- REGISTRATIONS: Originated by the inclusion of the Insured Persons that join the Group.

The effect of each registration shall occur from the moment the insurance provider is notified and the corresponding price is paid.

- CANCELLATIONS: They shall take place when a person of the Insured Group exits said group and shall take effect from the moment in which such circumstance is notified to the Insurance provider, or when the age of exit is reached.

## 10.- LIMITS OF COVERAGE AND CURRENCY OF THE SAME

The **maximum limits** of the coverage of this Insurance shall be those stated in the **Particular Conditions**. For those guarantees in which there is no quantitative limit and that are indicated as included in the mentioned Particular Conditions, it shall be understood that the maximum limit of these shall be **the effective cost of the provision of the service** to be performed by the Insurance provider. In any case, all **limits of this contract are per covered event**.

**Limit per covered event: the maximum compensation limit** for which the Insurance provider is liable per event under coverage, for all individuals insured within the set of Insurance, even when various coverage are affected as a result of a single event, regardless of the number of Insured Persons affected.

**The limit shall be the one established in the Particular Conditions.**

### INDIVIDUAL INSURANCE

#### Maximum compensation:

In the case of "PUBLIC HEALTH EMERGENCY OF INTERNATIONAL RELEVANCE", **the maximum amount to be paid shall be € 3,000,000** for the total coverage that may correspond

In the case of ACCIDENT, unless otherwise stated in the Particular Conditions, **the maximum amount to be paid shall be € 600,000** for the total coverage that may correspond.

### GROUP INSURANCE

#### Maximum compensation:

In the case of "PUBLIC HEALTH EMERGENCY OF INTERNATIONAL RELEVANCE", **the maximum amount to be paid shall be € 3,000,000** for the total coverage that may correspond, regardless of the number of Insured members affected. For these purposes, all cases that occur during the **30 days** after the declaration of quarantine, shall be considered the same event with coverage.

In the case of ACCIDENT, unless otherwise indicated in the Particular Conditions, **the maximum amount to be paid shall be € 600,000** for the total coverage that may correspond, regardless of the number of affected Insured persons.

**A limit for Private Civil Liability coverage of € 600,000 (Six hundred thousand Euros) per insurance contract and year** is established.

The currency applicable to this Insurance is the Euro and the limits of the coverage shall be expressed in this currency, regardless of the fact that for those services that must be paid or guaranteed by the Insurance provider in a different currency, **the equivalent in Euros thereof will be applicable at the date of occurrence of the accident**.

## 11.- HOW TO APPLY FOR COVERAGE

After an event that may be covered by any of the insurance coverage, it is an **essential requirement that the Insured person, his / her relatives, companions or a person they trust immediately contact the Insurance provider**, by calling the Assistance Center, telegram, fax or email to the numbers or addresses indicated in the Particular Conditions or through the SOS Travel app.

In the case of **force majeure that prevents this notification**, it must be done as soon as the circumstances that prevented the communication cease.

Once contact has been established, the Insured person, or failing that the caller, shall indicate the number of the Insurance contract, the place where the Insured person is located and a contact telephone number or email address, informing about the details of the events and describing the assistance requested. The Insurance provider shall provide a file number and shall immediately put into operation the mechanisms available to it in order to provide the required service.

**The Insurer is not responsible for delays or breaches due to force majeure or related to special administrative or political characteristics of a particular country.** In any case, **if direct intervention of the Insurance provider is not possible, the Insured Person shall be reimbursed upon return** to Spain, or **if necessary**, as soon as he/she is in a country where the previous circumstance does not exist, of the expenses incurred, whenever they are guaranteed by the presentation of the corresponding supporting documents.

**The medical and health transport services must be carried out with the previous agreement of the physician who treats the Insured Person with the medical equipment of the Insurer.**

For coverage of **incidents in travel and flights**, the Insured person must submit a written claim to the Carrier and shall assign to the Insurance provider his / her right to receive the compensation to be paid by the Carrier before receiving the corresponding compensation for the aforementioned coverage.

**The Insured Person shall not be entitled to any compensation when he deliberately uses improper documents or fraudulent means, presents incomplete, inaccurate, exaggerated or fraudulent declarations regarding covered events or when causes are concealed and consequences magnified.**

In accordance with the provisions of art. 16 of the Insurance Contract Law (Law 50/1980), the Insurance Contracting Party or the Insured person must also facilitate the Insurance provider all kinds of information regarding the circumstances and consequences of the event. For this, the Insurance Contracting Party or Insured person shall provide all the documents that are required by the Insurance provider.

## 12.- REIMBURSEMENT OF EXPENSES

The Insurance provider shall reimburse the expenses incurred by the Insured person to be able to receive the assistance provided for in the contract only when he/she has been previously informed of it, and **provided that the Insured person provides the original documentation that confirms having made the payment.**

**In no case shall the provision of service be replaced by compensation**, unless expressly agreed.

### **13.- EXISTENCE OF OTHER INSURANCE**

When there are other Insurances with other Insurance providers that guarantee the same coverage during the same period of time, the insurance contractor or the Insured person must notify the Insurance provider of the other existing Insurances. If this communication is not intentionally done and the covered event occurs, the insurance provider is not bound to pay the compensation.

Once the event under coverage has occurred, the Insurance Contracting Party or the Insured person must communicate it, in accordance with the provisions of the Article corresponding to the Insurance provider, indicating the name of the other Insurance providers, who shall contribute proportionally to the payment of the corresponding services.

Likewise, any compensation payable by the Insurance provider shall constitute a complement to the reimbursements that the Insured Person receives from the Social Security system or from any other protection institution, including mutual insurance companies, for the same medical expenses.

**Under no circumstances shall the insurance be used for the unfair enrichment for the Insured Person, nor may he/she receive an amount that exceeds the real expenses.**

### **14.- EFFECT OF INSURANCE PRICE NON-PAYMENT**

If the Contracting Party or the Insured person, as the case may be, fail to pay the first receipt of the Insurance by the closing date for payment, or it has not been paid in full if a single payment has been decided, the Insurance provider has the right to terminate the contract or to demand payment by legal means.

Unless otherwise agreed in the Particular Conditions, if the first payment has not been made before a covered event occurs, the Insurance provider shall be released from its obligation.

In case of non-payment of one of the following receipts, the coverage of the Insurance provider is suspended one month after the payment deadline. If the Insurance provider does not claim payment within six months from the payment deadline, the Insurance shall be permanently terminated.

In any case, when the contract is suspended, the Insurance provider may only demand payment for the current period.

If the Insurance has not been terminated or canceled in accordance with the preceding paragraphs, the coverage shall regain effect twenty-four hours after the day on which the Contracting Party or the Insured person, if applicable, make the payment.

## 15.- THE PRINCIPLE OF GOOD FAITH

The Law provides for various situations that, when they occur, go against the interests of the Insured Person, as they are sanctioned with nullity or ineffectiveness of the contract, or with consequences such as its challenge, **exemption from the obligation of compensation and even the claim of liquidated damages by the Insurer.**

In general, such situations occur when the Insurance Contracting Party, the Insured Person or the Beneficiary act with malicious intent, bad faith or gross negligence; when the Insurance Contracting Party makes incorrect statements; when data is hidden; when there is no cooperation in rescue tasks and, in summary, when the principle of good faith that is the basis of the Insurance contract is not respected.

Fraud, willful misrepresentation or concealment of information in relation to a covered event will be grounds for cancellation of this Insurance. In such case, the Insurance Contracting Party or the Insured Person will lose all rights to receive the compensation that may correspond to them and must return any compensation that the Insurance provider had already paid. In this case, the Insurance provider shall not reimburse the price of the Insurance.

## 16.- EXEMPTION FROM LIABILITY

It is expressly stated that SOS SEGUROS Y REASEGUROS, SA, declines any responsibility, including subsidiary and/or complementary, arising from claims due to delays and/or breach as a result of force majeure or caused directly or indirectly by the political-administrative circumstances of a country or geographical region.

Likewise, the Insurance provider declines any liability derived from publicity or propaganda made by the Contracting Party with regard to this Insurance, which has not been previously authorized in writing.

## 17.- SUBROGATION

The Insurance provider, once the compensation has been paid, may exercise the rights and actions that may correspond to the Insured person against persons responsible for the covered event, up to the total amount that has been compensated. The Insured person is bound to collaborate with the Insurance provider in the exercise of this claim.

## 18.- ACCEPTANCE

**The Contracting Party of this Insurance declares to know and receives in this act the present General Conditions. Likewise, it declares to have been informed and expressly accepts all clauses limiting the coverage that are part of them.**

**The Contracting Party agrees to inform the Insured person of the Insurance coverage, as well as of the applicable legislation, address of the Insurance provider, and instances of claim against it.**

## 19.- MODIFICATION OF RISK

**19.1** During the course of the Contract, the Insurance Contracting Party or the Insured Person shall **communicate to the Insurance provider, as soon as possible, all the circumstances that aggravate the risk** and are of such a nature that, had they been known by the Insurance provider at the time of the Contract, the latter would have not concluded it or would have concluded it under more burdensome conditions.

The Insurance provider may propose a modification of the conditions of the contract within a period of **two months**, from the day on which the aggravation has been declared. In such a case, the Contracting Party has **fifteen days**, from the receipt of this proposal, to accept or reject it. In case of rejection or silence on the part of the Insurance Contracting Party, the Insurance provider may, after this period, terminate said contract prior warning to the Contracting Party, granting it a new period of **fifteen days** to provide an answer, after which, and within **eight days**, the Insurance Contracting Party shall be notified of the definitive termination.

**The Insurance provider may also terminate the contract by notifying the Insured Person in writing within one month**, as of the day on which it became aware of the aggravation of the risk. Said termination shall be announced **fifteen days** before it takes effect.

If a claim occurs without a declaration of aggravation of the risk, the Insurance provider is released from its obligation to provide the service if the Insurance Contracting Party or the Insured Person have acted in bad faith.

**In other cases, the service of the Insurance provider shall be reduced proportionally to the difference between the agreed price and that which would have been applied if the true risk had been known.**

**19.2** The Insurance Contracting Party or the Insured Person may, during the course of the contract, inform the Insurance provider of all circumstances that reduce the risk and are of such a nature that if they had been known by the Insurance provider at the time of the perfection of the contract, it would have been concluded in more favorable conditions.

In such case, at the end of the current period covered by the price of the Insurance, the Insurance provider shall reduce the amount of the future price in the corresponding amount, the Insurance Contracting Party being entitled, otherwise, to the termination of the contract and to the return of the difference between the amount paid and that which would have been payable from the time when the risk reduction was brought to attention.

## 20.- CONFLICT BETWEEN PARTIES

For the resolution of any dispute arising in connection with the execution of this Contract, the Insured Person may choose to present the corresponding claim to the Insurance provider, request administrative protection from the Directorate General of Insurance and Pension Funds or appeal to the instance deemed most convenient for the defense of their interests.

In any case, this insurance contract is subject to Spanish jurisdiction and, the competent judge for any actions derived from the insurance contract shall be the judge that corresponds to the address of the Insured Person, pursuant to art. 24 of the Insurance Contract Act, for which purpose an address in Spain must be designated for any Insured Person residing abroad.

## 21.- CONTRACT DISPUTES

This insurance contract is subject to Spanish jurisdiction and the competent judge for any actions derived from the insurance contract shall be the judge that corresponds to the address of the Insured Person, pursuant to art. 24 of the Insurance Contract Act, for which purpose an address in Spain must be designated for any Insured Person residing abroad.

## 22.- CUSTOMER SERVICE

This company, in accordance with the provisions of Order ECO / 734/2004, offers its Insured members a Customer Service Department, which shall serve, within a maximum period of two months from the date of presentation, in writing, all complaints and claims that might arise from the underwriting of the insurance contracts.

To do this, complainants may contact the Customer Service Department via email [sac@internationalsos.com](mailto:sac@internationalsos.com), through the website [www.internationalsos.es](http://www.internationalsos.es), by postal mail sent to any of our headquarters in Madrid (C / Ribera del Loira, 4-6, CP 28042) or Barcelona (Avenida Diagonal 453, bis, 2ºB, CP 08036) or in person at our offices, during business hours.

The claim must state:

- **Name, last names and domicile of the interested party or the person representing him/her, NIF for physical persons and data referring to the public registry, if it is a legal entity.**
- **Reason for the claim or complaint.**
- **Office or offices, department or service where the facts object of the complaint or claim have occurred.**
- **That the claimant is not aware that the subject matter of the complaint or claim is being substantiated through an administrative, arbitration or judicial procedure.**
- **Place, date, signature and copy of official ID (ID, passport or similar).**

**A Claim is understood to be:** a demand presented by the Insurance Contracting Party, the Insured Persons or the Beneficiaries that demonstrate the intention of obtaining the restitution of their interest or right, specific facts related to actions or omissions of the Company which, in their opinion, pose a disadvantage to the claimant, insofar as his or her interests or rights due to breach of contract, the rules of transparency and protection of customers or to good practice and use.

**A Complaint is understood to be:** a complaint related to the operation of the services provided to the Insured Persons by the Insurance provider and presented by delays, disregard or any other type of action that is observed in the operation of the company.

**In the event that the resolution issued by our Customer Service Department does not meet the expectations of the claimant, or is not carried out within the two-month period mentioned above, it may be formulated before the Claims Service of the Directorate General of Insurance and Pension Funds.**

The undersigned, hereby acknowledges having received all the information required in the legislation in relation to the management, supervision and solvency of insurance and reinsurance companies on the same date and prior to the signing of the Contract.

Read and agreed by the Insurance Contracting Party, who expressly accepts the limiting and excluding clauses contained in the General Conditions of this Insurance.

THE CONTRACTING PARTY

THE INSURANCE PROVIDER

