

Viajero Seguro

Multi-assistance Travel Insurance

Terms & Conditions

ERGO-ViajeroSeguro_V032020_0920_ENG

This Insurance Contract shall be subject to the clauses of the Policy Schedule, and the General, Particular and Special Terms and Conditions of the contract, as applicable, in accordance with the provisions of Act 50/1980, of 8 October, on Insurance Contracts, the Act on the Regulation, Supervision and Solvency of Insurers and Reinsurers (Act 20/2015, of 14 July) and its Implementing Regulations, and any other applicable law that is in force during the Policy period.

DEFINITIONS:

In this contract, the following terms have the following definitions:

- **INSURER:** ERGO SEGUROS DE VIAJE, Sucursal en España, with address at Av. Isla Graciosa, 1 28703 San Sebastián de los Reyes, (Madrid), which assumes the contractually agreed risk; this entity is authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Str. 108, 53117 Bonn (Germany) and the General Directorate of Insurance and Pension Funds of the Ministry of Economy of Spain, in respect of accepted market practices.
- **POLICYHOLDER:** The natural or legal person that, in addition to the INSURERS, signs this policy and is subject to the obligations derived from the contract, excepting those that, due to their nature, must be fulfilled by the INSURED.
- **INSURED:** Each of the physical persons for whom the insurance is provided and who are listed in the Policy Schedule under this heading.
- **FAMILY MEMBERS:** The INSURED'S family members are the insured's spouse or de facto partner or person with whom the Insured live in that capacity on a permanent basis, as well as any family members to the first or second degree of consanguinity (parents, children, brothers/sisters, grandparents and grandchildren) as well as uncles and aunts, step-parents, step-children, step-brothers and step-sisters, brothers and sisters not related by blood, parents in law, brothers and sisters in law, sons and daughters in law.
- **INSURED'S ADDRESS:** The Insured's place of residence in Spain, except when the policy is contracted for incoming journeys.
- **BENEFICIARY:** The natural or legal person that, following the previous assignment of rights by the INSURED, has the right to receive the indemnity.
- **TRIP (Temporary Modality):** The word "trip" refers to any travel or journey undertaken by the INSURED, away from the INSURED'S habitual place of residence, as of the moment at which the INSURED leaves and lasting until the INSURED returns, after the journey.
- **INCOMING:** Any type of travel when the destination is Spain, when the Insured's habitual place of residence is abroad. For the purposes of the provisions of the covers and the indemnity limits described in each provision, the insured's address is the habitual places of residence in the different countries of origin, which means that, provided that the word Spain appears, this will be understood as the INSURED'S country of origin. **The assistance covers will be valid only at a distance of more than 30 kilometres from the INSURED'S normal place of residence or address, in their country of origin.**
- **LUGGAGE:** All of the objects for personal use that the INSURED carry with them during the journey, as well as those dispatched through any means of transport.
- **FIRST RISK INSURANCE:** The form of insurance which covers a specific sum up to which the insured risk will be covered, regardless of the total value, which therefore means that the pro rata condition of average does not apply.
- **DEDUCTIBLE:** The amount, percentage or any other sum contracted under the Policy that the INSURED must pay and which will be deducted from the indemnity paid by the INSURERS in each claim.
- **SPORTS ACTIVITIES:** For the purposes of this policy, depending on the level of risk, the practice of sports shall be categorised in the appropriate groups, as described below:
 - Group A:** athletics, fitness activities, bicycle touring, curling, hiking, jogging, ball games, beach games and camping activities, kayaking, swimming, orienteering, paddle surfing, fishing, snowshoeing, segway, hiking, snorkelling, trekking below 2,000 meters and other similar activities.
 - Group B:** mountain biking, shooting sports / small game hunting, cross country skiing, jet skiing, riding snowmobiles, sailing, paintball, skating, canoeing, crossing rope bridges, wall climbing, trips in 4x4 vehicles, survival, surfing and windsurfing, zip lining, trekking between 2,000 and 3,000 meters, sledging at ski resorts, dog sledging (mushing), horse riding and other similar activities.
 - Group C:** airsoft, canyoning, diving and underwater activities at a depth of less than 20 meters, bouldering up to a height of 8 metres, horse riding, trekking between 3,000 and 5,000 meters of altitude, climbing, fencing, potholing up to a depth of 150 meters, water skiing, fly surfing, hydrobob, riverboarding, kite surfing, white-water rafting, deep-water soloing up to a height of 8 meters, quads, rafting, abseiling, bungee jumping and other similar activities.
 - Group D:** activities carried out at a depth of more than 5,000 meters, underwater activities at a depth of more than 20 metres, martial arts, aeronautical ascents or trips, big wall climbing, bobsleighting, boxing, high-speed or endurance racing, big game hunting, track cycling, road cycling, cyclo-cross cycling, combat sports, motorcycle sports, alpine climbing, traditional climbing, free solo climbing, ice climbing, sports schools and associations, cave diving, potholing at a depth of over 150 metres, potholing in virgin potholes, winter sports, speedboating, luge, polo, rugby, trial, skeleton and, in any case, **the professional practice of sports.****In no case shall this policy cover the activities in group D or participation in official or private sports competitions, tests and bets.** For the purposes of this policy, the term "competition" shall be defined as any time that a sports activity is conducted within the framework of an act or event that is organized by a person other than the POLICYHOLDER and / or the INSURED PARTY.
- **PREEXISTING DISEASE:** A disease that, prior to the contracting of the insurance and/or the date of commencement of the trip, was diagnosed, under treatment, under study even though no definitive diagnosis has been reached, or because of its characteristics or symptoms, could not have gone unnoticed.
- **ACCIDENT:** An accident is understood as a personal injury derived from a violent, sudden and external cause, completely unintended by the INSURED, that results in permanent, total or partial disability or in death.

- **PERMANENT DISABILITY:** Permanent disability is understood as the INSURED'S organic or functional loss of extremities and faculties, the severity of which is described in these General Conditions, to the extent that the medical experts assigned to the case in accordance with the law do not believe that recovery is likely.
- **TRIP ANNULMENT:** For the purposes of this policy, "trip annulment" refers to the INSURED'S decision to cancel the services requested or contracted, before the agreed date of travel.
- **TRIP CANCELLATION:** For the purposes of this policy, "trip cancellation" refers to the decision of the organisers or any of the organiser's providers, to not provide the contracted services, prior to the agreed outbound date, for any reason not attributable to the INSURED.
- **EPIDEMIC:** A disease which spreads at the same time and within the same country or region to a large number of people, provided that it is declared or officially recognised as such by the proper and competent authorities of the place where it occurs, as posing a health emergency and an extraordinary risk to public health.
- **PANDEMIC:** Epidemic disease spread over a large area (several countries or continents) and affecting a significant part of the population. For the purposes of the guarantees of this insurance policy, the disease will be considered to have reached the level of a pandemic as soon as the WHO declares that the disease has reached that level.
- **WAR:** war situation (whether declared or not) is understood as the existence of warlike conflicts of any nature or scope: military or civil, national or international or any armed conflict of similar characteristics, taking place in a country territory or area thereof.
- **PREMIUM:** The price of the insurance. It will include the legally applicable taxes.
- **SUM INSURED:** The amount stipulated in the General Conditions and Particular Conditions, which constitutes the maximum indemnity limit or limit on the payment made by the INSURERS for all the claims during the period of the policy.
- **PROSTHESIS:** A prosthesis is understood as any material replacing an organ or a part thereof in order to achieve the proper functioning of the part or organ replaced on a permanent basis. For the purposes of this policy, prostheses will likewise specifically be deemed to include stents, vascular grafts and pacemakers.

GENERAL INSURANCE REGULATIONS

1. TERRITORIAL SCOPE

The covers provided under this insurance are in force throughout the world and are valid for some countries or for others according to the option indicated in the Particular Conditions.

For the purposes of this contract, the countries bordering the Mediterranean will be treated the same as European countries: Morocco, Algeria, Tunisia, Libya, Egypt, Jordan, Israel, Palestine, Lebanon, Syria, Cyprus and Turkey.

The assistance covers will only be valid as of a distance of more than 30 kilometres from the INSURED'S habitual place of residence –except in the Balearic Islands and the Canary Isles, where the distance will be more than 15 kilometres–.

2. EFFECT OF THE CONTRACT

- Trip Annulment/Cancellation Costs:** These covers must be taken out at the moment of the original trip reservation and up to the confirmation of the reservation and will expire at the moment in which the trip begins. It may also be taken out after the booking confirmation, **in which case a waiting period of 72 hours, counting from the date on which the insurance is contracted, will apply.**
- Rest of the covers:** This contract will come into force at 00:00 hours of the date stated in the Particular Conditions as the date of the trip, and will expire at 24:00 hours of the date stated in the Particular Conditions. **If the insurance policy has been taken out once the trip has started, a 72 hours of waiting period will be applied from the issue date, and the covers regarding Luggage – Material loss, will have no effect**

If the insured trip is a cruise, the cover for trip cancellation expenses (6. Cancellation) will only take effect when the cruise option is expressly indicated in the particular conditions of the policy.

The INSURED or the POLICYHOLDER must have paid the corresponding premium for the covers to come into force; the INSURED'S address will be used for payment purposes. **The premium will be non-returnable once any of the covers provided under the policy comes into force.**

In those cases where the duration of the insurance is extended after it is arranged and the INSURED has received assistance following the occurrence of a claim incident notified during the initial period of the contract, the extension of the dates of cover shall not affect such claim incidents, all obligations of the INSURER in this regard lapsing on the end date of the contract. Cover shall likewise not extend to those claim incidents occurring prior to the extension of the validity of the insurance and of which the INSURER was not informed within the initial period of the contract.

3. MODALITIES AND DURATION OF THE CONTRACT

The insurance policy may be formalized just in the **Temporary Modality:** The duration of the cover, expressed in the number of consecutive days, months and up to a **maximum of 189 days**, will be chosen by the INSURED and stated in the Particular Conditions.

4. TRIPS TO RISK AREAS / WAR ZONES

Claims for personal injuries, material damage or trip cancellation, occurring in areas for which there is an existing no-travel recommendation issued by the Spanish Ministry of Foreign Affairs (due to acts of terrorism or natural disasters, for example) at the time that the INSURED enter the area **are not covered**. If the recommendation is issued once the INSURED are already at the destination, **the insurance will cover such claims for an extended period of 14 days**, as of the date on which the warning is issued. During this period, the INSURER must be notified of the situation and the INSURED must decide whether they want to leave the area or agree to a policy amendment, which may establish new terms and conditions, as per the INSURER criteria.

5. INTERNATIONAL SANCTIONS AND EMBARGOS

In accordance with the legal obligations resulting from Spanish foreign policy as regards international sanctions, the covers provided by this insurance and the payment of compensation or benefits set out herein may not be demanded of the Insurer if they would breach any type of international sanction or embargo of an economic, trade or financial nature, adopted by the United Nations, the European Union, United Kingdom or the United States, and that would be binding on Spain. The Insurer reserves the right to reject payment of the compensation or benefit requested

by the insurance policyholder or by the insured if it ascertains that they are subject to an international sanction that prohibits insurance cover from being provided, under the terms set out in the corresponding sanction ruling.

The above shall likewise apply in the event of international trade, economic or financial sanctions adopted against the public authorities or bodies of countries or states, such as, for example, North Korea, Syria, or those subject to sanctions as a result of the Crimean conflict, and any other countries subject to sanctions of this type and included on the lists of the United Nations, the European Union, United Kingdom and the United States, within the context of the international relations and treaties in force.

6. SPORTS ACTIVITIES

The sport activities established in the Groups A and B (please see DEFINITIONS – SPORT ACTIVITIES) are covered by this insurance policy. Group C sport activities could be covered if authorised by the Insured and upon payment of an additional premium.

No sports activities established in Group D are covered by this insurance policy

7. CLAIMS AGAINST THIRD PARTIES

Except in the case of the cover for accidents, the INSURER will be subrogated the rights and claims that would correspond to the INSURED against third parties, which have resulted in the INSURERS' involvement and up to the total cost of the services rendered or losses indemnified.

8. CONFLICT RESOLUTION

Any conflicts that may arise with regard to the interpretation or application of this Contract will be submitted to the Courts and Tribunals corresponding to the INSURED'S residence in Spain. If the INSURED have no residence in Spain, the applicable jurisdiction will be that of the Courts and Tribunals of Madrid.

9. CLAIMS AND PROVISIONS FOR ASSISTANCE

Claims regarding Assistance coverages will be done by phone with charge to the Insurer, subject to the presentation of the corresponding invoices. Claims regarding the rest of the covers will be made in writing using any of the physical or telematic channels of the Company.

9.1. INSURED'S Obligations

- a) As soon as a loss occurs, the POLICYHOLDER, the INSURED or the BENEFICIARIES must use all the means at their disposal to mitigate the consequences.
- b) The INSURED or their Legal Representatives must notify the agency from which they purchased the trip covered by the insurance, as soon as any of the causes that could result in the reimbursement of the trip cancellation costs occur, in accordance with the stipulations of the Trip Annulment Costs cover. If the ASSESSMENT SERVICE PREVIOUS TO CANCELLATION, covered by the policy, has been requested, the notice to the travel agency may be postponed until such a assessment is received, provided that the conditions established by the INSURER are observed in order to perform it.
- c) The POLICYHOLDER, the INSURED or their Legal Representatives must notify the INSURERS of the occurrence of the loss, within a maximum period of SEVEN days, AS OF the date on which they learn of the loss; the INSURER may claim for damage or loss caused by the failure to make this notification, unless it is proven that the INSURER learnt of the occurrence of the loss through any other means.
- d) The INSURED must provide all relevant evidence that the INSURER may reasonably demand concerning the circumstances and consequences of the claim, so that the covers guaranteed under the policy terms and conditions can be effectively provided. In case of been incurred in expenses guaranteed under this policy, original invoices must be provided.
- e) The INSURED must immediately ask the corresponding authorities or supervisors - station managers, qualified airline, shipping or transport representatives, Hotel Managers, etc - to make a record of the damage or the disappearance of luggage and ensure that the circumstances and the extent of the loss are documented in the record, which must be sent to the INSURER.
- f) The INSURED, and the Insured's beneficiaries, in respect of the covers of this policy, will waive the right to professional secrecy to the officially-appointed doctors and medics that have attended them, as a consequence of the occurrence of a loss, so that they may provide medical information to the INSURERS, as well as information regarding the health record and history related to the case, so that the claim can be evaluated correctly. The INSURER will not be able to use the information obtained for any purpose other than that mentioned above.
- g) If the INSURER establishes a payment guarantee to a third party, and it is subsequently found that the expenses for which the guarantee was established are not covered by the insurance, the INSURED must reimburse the INSURER in the full amount within a maximum period of 30 days from the date on which the INSURERS issue their demand for the same.
- h) In the event of theft, the INSURED must immediately report the event to the Police or the corresponding Authorities of the place in question and substantiate the theft to the INSURERS.
If the stolen items are recovered before the indemnity is paid, the INSURED must collect the items and the INSURERS will only be liable to pay for the damage incurred.
- i) The INSURED must attach a document substantiating the occurrence of the loss and any invoices for expenses incurred to all claims for Delays.
- j) In the event of a General Liability claim, the POLICYHOLDER, the INSURED or their legal representatives may not accept, negotiate or reject any claim without the INSURER express authorisation.
- k) In the event of trip annulment or cancellation, the INSURED must provide the documents accrediting or substantiating the annulment or cancellation, along with the invoices or bills substantiating the costs.

9.2 Assistance for the Insured. Procedures.

- a) The INSURED will request assistance by telephone, mentioning their name, the insurance policy number, their location and telephone number and providing a description of the problem in question.
- b) **The INSURER will not be liable for delays or failures in their obligations resulting from force majeure or the special political or governmental circumstances of a determined country.** In any case, in the event that it is not possible for the Insurers to intervene directly, the INSURED will be paid upon their return to Spain or, if necessary, once the Insured is in a country where it is possible, the costs that they have incurred and that are covered, will be paid upon the presentation of the corresponding substantiating documents.

- c) **The medical assistance and medical transport operations may only be undertaken after the doctor attending the INSURED has reached an agreement with the INSURERS' medical team. The cover of this Policy does not extend, except in emergency or force majeure accredited cases, to those medical or transportation benefits that the INSURED decided unilaterally appropriate to request and receive by personal choice, without the authorization or knowledge of the INSURER.**
- d) If the INSURED have the right to be reimbursed for a part of a travel ticket that has not been used, as a result of using the assistance provided under the cover for medical transport or repatriation, this reimbursement will be made to the INSURERS. Likewise, where the cost of transporting the insured persons is concerned, the INSURERS will only pay the supplementary costs required as a result of the incident in the extent that they exceed those initially foreseen by the insureds.
- e) The indemnities stipulated in the described covers are complementary to other rights that the INSURED may be entitled to, and the INSURED are obliged to follow all the required procedures in order to recover these expenses from the corresponding entities and to return any amounts advanced by the INSURERS, to the INSURERS.

9.3. Loss appraisal or disagreement on the evaluation of the degree of incapacity

- a) The indemnity for material damage will be based on the value of replacing the damaged element as at the date of the loss, minus the corresponding depreciation for wear and tear. In the case of the cover for Trip Annulment Costs, the indemnity will be based on the value of the annulment as at the date of the loss.
- b) If the parties reach an agreement on the amount and form of indemnity, the INSURERS must pay the agreed amount. If no agreement is reached, the provisions of the Law on Insurance Contracts will be followed.

9.4. Indemnity payment

- a) The indemnity will be paid within twenty days as of the date on which the friendly agreement between the parties is reached.
- b) If the INSURERS have not made a payment within this period, the INSURED may not claim the interest for the preceding period.
- c) In order to receive the indemnity for cases of death or permanent disability, the INSURED or the BENEFICIARIES must send the INSURERS the following substantiating documents, as applicable:
 - c. 1. In the event of death:
 - Death Certificate.
 - Last Will Certificate from the Registry Office.
 - Testament, if applicable.
 - Testator's certificate stating whether the testament names the beneficiaries of the insurance.
 - Document certifying the identities of the beneficiaries and the testator.
 - If the beneficiaries are the legal inheritors, the Writ on the Declaration of Inheritors from the corresponding Court must likewise be provided.
 - Letter on the exemption from Inheritance Tax or the settlement, if applicable, duly filled out by the authorising Administrative Body.
 - Tax Identification Document.
 - Report issued by the Coroner or the Proceedings of the Corresponding Legal Authority.
 - c.2 Permanent Incapacity.
 - Medical incapacity certificate stating the type of disability resulting from the accident.
- d) For the payment or reimbursement of the trip annulment costs, the following documents must be presented:
 - Particular conditions of the insurance.
 - Medical certificate stating the exact nature of the illness or injuries and the date on which they began/were sustained and recording the impossibility of undertaking the journey.
 - Medical death certificate, if applicable.
 - Invoice paid for the annulment costs.
 - Invoice substantiating the cost of the holiday.
 - Inscription or booking document, or photocopy of the ticket.
 - National ID Document or equivalent/similar.
 - And, in general, any document that demonstrates the nature, circumstances and extent of the loss.

9.5. Rejection of claim

If, in an act of bad faith, the INSURED make misleading or false statements, exaggerate the extent of the loss, intend to destroy or dispose of objects existing before the loss, hide or usurp all or part of the insured elements, using false or misleading substantiating documents or any other fraudulent means, the INSURED will lose all rights to indemnity for the loss.

COVERS

1. LUGGAGE

1.1. Material loss.

The INSURERS cover, up to the amount stipulated in the Particular Conditions and subject to the exclusions stated in these General Conditions, the payment of the indemnity corresponding to material loss affecting the INSURED'S luggage, during the trips or stays taken outside the INSURED'S habitual place of residence, as a consequence of:

- Theft (for these purposes, theft is understood solely as robbery occurring through violence or the threat of violence or intimidation towards people or the use of force on objects).
- Defects or damage caused directly by fire or theft.
- Defects and definitive, total or partial loss caused by the transport company.

In cases of stays out of the habitual place of residence lasting more than 90 consecutive days, the luggage will only be covered during the outbound and return journeys from/to Spain.

Valuables are covered up to 50% of the sum insured on the total luggage. The term “valuables” refers to jewellery, watches, precious metals, furs, paintings, works of art, silver and precious metalwork, unique objects, mobile telephones and their accessories, photo and video cameras and their accessories, radios, sound and image content and reproduction media, as well as their accessories, computer information or material of all types, prototypes and remote-controlled/guided accessories, rifles, including their optical accessories and medical devices.

Furs and jewellery are covered only against theft and only when they have been placed in the hotel’s safe or when the INSURED are carrying them with them.

Luggage left in vehicles is only INSURED if it is inside the boot and the boot is locked. Between 22:00 hours and 06:00 hours, the vehicle must be parked in a closed car park, with a security guard service; this limitation does not apply to vehicles entrusted to a transport company.

Valuables left inside the boot of a vehicle are only covered when the vehicle is located in a garage or car park with a security guard service.

•The pro rata condition of average is expressly deleted in respect of claims under this cover, which will be paid at first risk.

1.2. Delays in delivery

The insurance policy covers the purchase of essential items in case of a delay of 24 hours or more, or a night come between, in the delivery of the check-in luggage, up to the limit established in the Particular Conditions. Invoices or proof of purchase are necessary.

If the delay takes place during the return journey, it will be covered if the delivery of the luggage takes more than 48 hours.

This cover cannot be in addition to the basic cover 1.1 Material Loss.

EXCLUSIONS

This cover does not extend to:

- a) **The stocks and materials for professional use, coins, bank notes, travel tickets, stamp collections, titles of any type, ID documents and, in general, any documents and /or valuable titles, credit cards, tapes and/or discs with memory, documents registered in magnetic strips or films, professional collections and materials, prostheses, glasses and contact lenses. For these purposes, personal computers will not be considered as professional material.**
- b) **Theft, unless it occurs inside the hotel rooms or apartment when these are locked (for these purposes, theft is understood as robberies occurring as a result of the INSURED’S inattentiveness, without the circumstance of personal violence or intimidation towards people or the application of force on objects).**
- c) **The damage due to normal or natural wear and tear, inherent vice and /or inadequate or insufficient packaging. The damage due to gradual deterioration caused by the effects of the weather.**
- d) **The loss resulting from the simple misplacement of an element or as a result of forgetfulness, unless the element was entrusted to a transport company.**
- e) **Theft occurring during any camping exercise or when staying in a caravan, in the open-air; all valuables are completely excluded if lost during any form of camping whatsoever.**
- f) **The damage, loss or theft, resulting from the valuables and personal possessions being left in a public or unsecured place or in a place accessible to various occupants.**
- g) **Injuries, unless they are the result of an accident caused during travel, resulting from simple theft or theft with forced entry, armed aggression, fire or the attempt to extinguish a fire.**
- h) **Damage or loss caused directly or indirectly by war, civil or military upheavals, popular rebellion, strikes, earthquakes, pandemics and radioactivity.**
- i) **Damage caused intentionally by the INSURED or due to severe negligence by the INSURED and the damage caused by leaks of liquid contained inside the luggage.**
- j) **All powered vehicles, including their parts and accessories.**

2. DELAYS

2.1. Delay in the means of transport used for the outbound trip.

When the outbound trip of the public transportation method chosen by the INSURED is delayed by a minimum of 6 hours, and the departure is not definitely cancelled, the INSURERS will indemnify, subject to the presentation of the corresponding invoices, the additional costs incurred in hotels, living expenses and transport, as a consequence of the delay, with the temporal and economic limits established in the Particular Conditions.

2.2. Denial of boarding (Over Booking)

If, as a consequence of the transport company selling a greater number of places than are actually available, the INSURED are denied boarding against the INSURED’S will, and therefore, the INSURED suffer a delay of more than 6 hours in which they are unable to use the transport, the INSURER will pay, subject to presentation of the corresponding invoices and up to the limit established in the Particular Conditions, the substantiated food and accommodation costs incurred whilst waiting for the next means of transport.

2.3 Cancellation of the outbound scheduled fly by the airline Company

If the Airline Company cancels the scheduled fly and do to this cancellation the Insured person’s outbound trip is delayed at least 6 hours, the Insurer will indemnify, subject to the presentation of the corresponding invoices, the additional costs incurred in hotels, living expenses and/or transport, as a consequence of the delay, with the temporal and economic limits established in the Policy.

2.4 Compensations services

The Insurer will pay the cost of the loss initially contracted services or the extra-expenses due to unforeseen services, up to the limit established in the particular conditions, if once started the trip and due to a delay or cancellation of the schedule means of transport because of technical fault adverse weather conditions or force majeure, properly proved, the INSURED are unable to use the initially contracted services or are required to pay for unforeseen services not included in the schedule trip. The costs must be reasonable, proportionate, and direct consequence of the impossibility of following the trip. Original invoices must be provided.

Force majeure will be understood as an unexpected external event, happened during the trip and not caused by the trip organizer, completely unintended by the INSURED, and that cannot be avoided.

This cover will be applied just in case the schedule trip has started, no being applied in cases of trip cancellation for these cases the provisions of "Trip cancellation" shall apply.

2.5. Extension of the trip.

If the INSURED are forced to stop the trip and remain in a place due to adverse weather conditions, natural disasters, extraordinary natural phenomena, the intervention of the authorities, war, terrorism, popular uprisings or social unrest, the INSURERS will pay the costs incurred by this situation, up to the limit established in the Particular Conditions.

If this situation persists after the policy's coverage period expires, all the covers will remain in force for a further five-day period.

3. ACCIDENTS

3.1. Accidents during the trip

The INSURERS guarantee, up to the limit established in the Particular Conditions and subject to the exclusions stipulated in these General Conditions, the payment of the indemnities that, in the event of death or permanent disability, may correspond as a consequence of the accidents suffered by the INSURED during the trips and stays outside their habitual place of residence.

Cover does not extend to persons over 70; minors under 14 are only covered for death up to the limit of € 3,000, or the limit established in the Particular Conditions if this is less, and for burial costs and for the risk of Permanent Incapacity, up to the sum established in the Particular Conditions.

The indemnity limit is established as follows:

a) In the event of death.

When it is proven that the immediate death or the death occurring during the period of one year as of the occurrence of the loss, is the consequence of an accident covered by the policy, the INSURERS will pay the amount stipulated in the Particular Conditions.

If, after an indemnity for permanent disability has been paid, the INSURED were to die as a consequence of that same accident, the INSURERS will pay the difference between the amount paid for the incapacity and the amount insured for death, when the abovementioned amount is higher.

b) In the event of permanent disability.

The INSURERS will pay the total sum insured, if the incapacity is complete, or a part proportional to the degree of disability, if this disability is partial.

For the purposes of evaluating the corresponding degree of disability, the following scheme will be followed:

b.1. Loss of or inability to use both arms or both hands, or one arm and one leg, or one hand and one foot, or both legs, or both feet, total blindness, complete paralysis or any other injury that will incapacitate the affected party for the purposes of working 100%

b.2. Total disability or loss of:

• An arm or a hand	60%
• A leg or a foot	50%
• Complete deafness	40%
• Movement in the thumb or index finger of the hand	40%
• Loss of sight in one eye	30%
• Loss of thumb	20%
• Loss of index finger	15%
• Deafness in one ear	10%
• Loss of any other finger	5%

In any cases not referred to above, such as partial losses, the degree of disability will be stipulated in proportion to its severity in comparison with the types of disability listed above. In no event may it exceed total and permanent disability.

- The degree of disability must be definitively established within a year as of the date of the accident.
- For the purposes of appraising the effective disability of an affected limb or organ, the INSURED'S professional situation will not be taken into account.
- If, before an accident, the INSURED already had some form of injury or disability, the disability caused by the accident in question will not be classified as having a greater degree of severity to that which would result if the victim were not to have any form of previous injury or disability.
- Total and permanent functional inability in a limb is considered as the total loss of the same.

Beneficiaries:

In the event of permanent disability, due to an accident, the INSURED will be the beneficiary of the insurance.

In the event of the death of the INSURED, due to an accident, and in the absence of express designation by this person, the exclusive order of presence set out below shall govern:

1. Spouse not legally separated or the civil partner. The existence of a civil partner shall be established by certification of the entry in any of the specific registries that exist in the autonomous regions or councils in the place of residence or through a public document attesting the establishment of this partnership.
2. Children or descendants, natural or adopted, as well as those children who are under the protection of the INSURED in pre-adoptive foster care, all of them equally.
3. Parents or ascendants equally.
4. Siblings equally.
5. Legal heirs.

Therefore, it is expressly agreed that the POLICYHOLDER waives the right to designate the beneficiary for the receipt of the benefits from this contract, permanently granting this with all its powers to those Insured under this policy.
By this very fact, the revocation of the designation of beneficiaries, previously made, will correspond to those Insured.

The Policyholder and the Insurer hereby declare that they are expressly aware that **the maximum indemnity for a loss will in no case exceed € 3,000,000.00**, regardless of the number of affected INSUREDS, by any insurance policy taken out by the INSURER. Should this limit be exceeded, the compensation will be apportioned in proportion to the amount insured by person and the number of insured persons.

EXCLUSIONS

This cover does not extend to:

- a) Personal injuries occurring during a state of mental illness, paralysis, apoplexy, epilepsy, diabetes, alcoholism, substance-dependence, illnesses affecting the spinal cord, syphilis, AIDS, encephalitis and, in general, any injury or illness that reduces the physical or psychological capacity of the INSURED.
- b) Personal injuries that occur as a consequence of participation in criminal activities, provocations, fights (except in the case of legitimate defence) and duels, imprudent actions, bets or any risky or reckless activity and the accidents suffered as a consequence of war, even if it has not been officially declared, social upheavals, pandemics, earthquakes, flooding and volcanic eruptions, acts of terrorism and, in general, all accidents which, due to their cause, would fall under the purview of the Insurance Compensation Consortium.
- c) Illnesses, hernias, lumbago, heart attacks, intestinal obstructions, complications involving varicose veins, poisoning or infections whose direct and exclusive cause is not an injury covered under the insurance policy. The consequences of surgical operations or unnecessary treatments for curing the accidents suffered and those corresponding to a person's personal care.
- d) The accidents that result from the practice of the sports activities listed in group C of the DEFINITIONS section.
- e) The accidents that result from the practice of the sports activities listed in group D of the DEFINITIONS section.
- f) Injuries occurring as a consequence of accidents involving the use of two-wheeled vehicles with a cylinder capacity of more than 75 c.c.
- g) Injuries occurring during the exercise of a professional activity, excluding those of a commercial, artistic with no physical effort required or intellectual nature.
- h) Any person who causes a loss intentionally will be excluded from benefiting from the covers provided by this policy.
- i) Events that aggravate an accident that occurred before the formalisation of the policy are not insured.
- j) The losses that are caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.

Subject to the INSURER'S prior authorisation and the payment of the corresponding additional premium to be agreed, exclusion d) may be deleted, extending the cover of this insurance to the sports activities in Group C.

CLAUSE ON THE INDEMNITIES PAID BY THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES DERIVED FROM EXTRAORDINARY EVENTS IN PERSONAL INSURANCE.

In accordance with the provisions of the consolidated text of the Legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004 of 29th October, and modified by Law 12/2006, of 16th May, the policyholder of an insurance contract of those that must by law incorporate a surcharge for the abovementioned Public Corporate Body, has the right to contract cover for extraordinary risks with any Insurer that fulfils the requirements established in the legislation in force.

The indemnities derived from losses caused by extraordinary events in Spain that affect the risks situated therein, as well as those occurring abroad when the insured's habitual place of residence is in Spain, will be paid by the Insurance Compensation Consortium, provided the policyholder has made the corresponding additional payments to this body and any of the following situations occur:

- a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the Insurers.
- b) That, even if the risk is covered by the insurance policy, the obligations of the Insurers cannot be fulfilled because the insurance company has been declared bankrupt by a court or subject to a process of audited settlement or absorbed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will proceed as stipulated in the abovementioned Legal Statute of Law 50/1980, of 8th October on Insurance Contracts, in the Regulations on extraordinary risk insurance, approved by Royal Decree 300/2004, of 20th February and in all other applicable regulations.

SUMMARY OF THE LEGAL REGULATIONS

1. Covered extraordinary events.

- a) The following risks of nature: earthquakes and seaquakes, extraordinary flooding (including coastal storms), volcanic eruptions, atypical cyclonic tempests (including extraordinary wind storms with speeds of more than 135 km/h and tornados) and meteorite impacts.
- b) Violent events resulting from terrorism, rebellion, sedition, mutiny and social upheaval.
- c) Events involving or actions by the Armed Forces or the Law Enforcement Agencies in peacetime.

2. Excluded risks.

- a) Those that would not be indemnified according to the Law on Insurance Contracts.
- b) The risks affecting people insured with insurance contracts not legally requiring an additional payment to the Insurance Compensation Consortium.
- c) Those caused by armed conflicts, even if no official declaration of war has been made.
- d) Those derived from nuclear energy, notwithstanding the provisions of Law 25/1964, of 29th April on nuclear energy.
- e) The risks caused by natural phenomena other than those stated in article 1 of the Regulations on Extraordinary Risk Insurance, in particular those involving rises in the phreatic level, land movements, landslides or subsidence, rock fall and similar phenomena, unless these risks are evidently caused by the effects of rainwater which, in turn, has caused an extraordinary flood in the area and these events occur at the same time as the flooding.
- f) Those caused by upheavals occurring during public meetings and demonstrations taking place in accordance with the provisions of Organic Law 9/1983 of 15th July, regulating the freedom of assembly, or during the course of legal strikes, unless said events could be qualified as extraordinary events in accordance with article 1 of the Regulations on Extraordinary Risk Insurance.
- g) Those caused by the insured in bad faith.
- h) Those corresponding to losses occurring before the payment of the first premium or when, in accordance with the provisions of the Law on Insurance Contracts, the cover provided by the Insurance Compensation Consortium is annulled or the insurance is rescinded due to non-payment of the premiums.
- i) The events that are declared by the Government of the Nation to be “national catastrophes or calamities”, due to the scale and severity.

3. Extension of the cover.

The scope of the cover for extraordinary risks extends to the same people and sums insured as established in the policy for ordinary risks. In life insurance policies which, in accordance with the provisions of the contract and in accordance with the regulations on private insurance, involve an actuarial mathematical provision, the cover provided by the Consortium will correspond to the capital at risk for each insured, in other words, the difference between the sum insured and the mathematical provision that, in accordance with the abovementioned regulations, the issuing insurers must have established as reserve. The sum corresponding to the stated mathematical provision will be paid by the abovementioned insurers.

NOTIFICATION OF DAMAGE TO THE INSURANCE COMPENSATION CONSORTIUM.

1. The request for an indemnity for damage which should be covered by the Insurance Compensation Consortium shall be made by means of a notification to the Consortium by the policyholder, the insured or the beneficiary of the policy, or by any person acting on behalf of any of the former, or by the insuring entity or insurance broker with which the insurance was arranged.
2. Claim/damage notifications and requests for information concerning the procedure and the status of claims, may be made:
 - By calling the Insurance Compensation Consortium's Helpline (900 222 665 or 952 367 042).
 - Using the Insurance Compensation Consortium's website (www.consortseguros.es).
3. Damage appraisal: The valuation of the damage that is considered to be indemnifiable in accordance with the laws on insurance and the contents of the insurance policy, shall be carried out by the Insurance Compensation Consortium; any valuations made, where applicable, by the insuring entity that may cover ordinary risks, shall not be binding to the Insurance Compensation Consortium.
4. Payment of the indemnity: The Insurance Compensation Consortium shall pay the indemnity to the beneficiary of the insurance by bank transfer.

4. PERSONAL ASSISTANCE

24-Hour permanent personal assistance service that the INSURER provides to the INSURED.

4.1 Medical, surgical, pharmaceutical or hospitalisation costs

The INSURER will pay, up to the limit established in the Particular Conditions, the medical and surgical costs, pharmaceutical costs, hospitalisation and ambulance costs that the INSURED may require during the trip, as a result of an illness or accident occurring during the trip.

In cases of life-threatening urgency as a result of an unforeseeable complication of a chronic or pre-existing illness, the INSURER will only pay the cost of a first emergency health care within the first 24 hours, from the beginning of the medical care in the medical centre or hospital.

In the case of illnesses or accidents occurring outside Spain, whenever the medical prognosis is that the illness or accident suffered by the Insured during the trip is so severe as to require long-term treatment, understood for these purposes as treatment lasting more than 60 days from the date of the diagnosis, once all the measures and treatments required to ensure the Insured's stabilisation and discharge from hospital have been applied and when possible in the joint opinion of both the medical team treating the insured and the insurers' medical team, the insured and their family members shall be transported to their regular place of residence, as soon as the insured's state of health permits this to be done safely, so that the insured can continue receiving their medical treatment, at their normal place of residence, using the ordinary means of health assistance cover that they use when not travelling outside their normal place of residence.

If luggage containing the medications that the INSURED were using to treat any chronic or pre-existing illness is stolen, the INSURER shall pay, up to the maximum limit of €150,00, the costs of a first medical visit to obtain the corresponding prescription.

In all cases, dental expenses are limited to €150.00, covering the dental expenses that require emergency treatment (cures, extractions, teeth cleaning and conventional plain radiography), due to the appearance of acute problems, such as infections, pain, trauma, or following an accident (emergency dental treatment need to be applied to natural teeth).

If this policy has been contracted for incoming trips and this has been indicated in the Particular Conditions, the limits mentioned in the cover for medical costs will be applied inversely.

4.1.1. Health Services.

In the event of a health problem happened during the term of the policy, the INSURED shall have at his disposal and may request the following services:

4.1.1.a) A Second Medical Opinion, so that the Insured can obtain the recommendations and diagnoses of specialists, with extensive experience in their respective areas of expertise, and receive an additional medical diagnosis and additional treatment options.

The Insured may request the Second Medical Opinion service for any severe medical problem, an unexpected relapse of a severe illness (that has not been treated or for which no medical care has been received during the 30 days preceding the formalisation of the insurance) or a severe accident, occurring no earlier than 60 days prior to the date on which the trip is to begin (and in any case, after the insurance was contracted), and no later than the policy end date.

The Insured may request the Second Medical Opinion service for the problems described above up to 6 months after the policy end date.

In any case, the corresponding medical reports must be provided.

4.1.1.b) Referral to Specialists and Coordination of Medical Transport, to allow the Insured to identify specialists with recognised experience in diagnosing and treating their illness, as well as a logistical support and medical monitoring service.

The Insured may request this Specialist Referral service for a severe medical problem, an unexpected relapse of a severe illness (that has not been treated or for which no medical care has been received during the 30 days preceding the formalisation of the insurance) or a severe accident, occurring no earlier than 60 days prior to the date on which the trip is to begin (and in any case, after the insurance was contracted), and no later than the policy end date.

The Insured may request the Specialist Referral service for the medical problems described above, up to 6 months after the policy end date.

In addition, the INSURERS will provide the Insured with a team of professionals, who will be in charge of coordinating transport for the scheduled medical treatment, provided the Insured need to leave the province in which they are resident.

In any case, the corresponding medical reports must be provided, and the insurance does not cover any medical expense or travel or accommodation expense.

The illnesses for which the Second Medical Opinion and Specialist Referral services may be invoked are the following:

- **Cancer.**
- **Degenerative neurological diseases (Parkinson's, Alzheimer's), demyelinating diseases (Multiple Sclerosis), neuromuscular diseases (dystrophies, myasthenia gravis) and cerebrovascular diseases.**
- **Neurosurgical illnesses (tumours, malformations and intracranial aneurisms).**
- **Cardiovascular surgery (bypass, aortic aneurisms, valve surgery and cardiac malformations).**
- **Chronic renal failure.**
- **Ophthalmologic illnesses causing loss of vision of more than 50%.**
- **Musculoskeletal diseases with chronic painful conditions with a long development or that severely affect the patient's ability to carry out their daily and/or work-related activities.**
- **Vital organ transplants.**

4.2. Costs incurred in the extension of a stay in a hotel

If the INSURED is ill or injured and cannot return on the schedule date, when the INSURER's medical team so decides based on its contacts with the doctor treating the insured, the INSURER shall pay the expenses not initially foreseen by the INSURED due to the extension of the hotel stay with a maximum of 14 days and up to the total amount and daily limits established in the Particular Conditions.

4.3. Repatriation or medical transport of the injured or ill

In the event of an accident or illness undergone by the INSURED, the INSURERS will pay the cost of transporting the affected party to the nearest hospital that has the required facilities or to the party's habitual place of residence.

Likewise, the INSURERS' medical team, in contact with the doctor attending to the INSURED, will ensure that the health service provided is adequate.

If the INSURED have to be checked into a hospital far from their habitual place of residence, the INSURERS will pay for the cost of transporting the affected party to their address, when this becomes possible.

The means of transport used in each case will be decided by the INSURERS' medical team, depending on the urgency and severity of the case. When the patient is in a hospital with the adequate infrastructure for treating the medical problem affecting the INSURED, the medical transport of the party may be postponed for enough time for the severity of the problem to be overcome and until it is possible to transfer the patient, in better medical conditions. **Only and exclusively in Europe and all the Mediterranean countries, a specially prepared aeroplane may even be used.**

4.4. Repatriation or transport of the deceased

In the event of the death of the INSURED, the INSURERS will pay for the procedures and costs of preparing and transporting the body, in a zinc type coffin or ash case in case the incineration of the deceased had been requested, from the place of death to the place of burial in Spain.

The INSURERS will also pay for the transportation of the remaining INSUREDS who were on the trip, to their respective places of residence in Spain, if the death in question means that they are unable to return by themselves using the originally foreseen means of transport.

The costs of the corresponding coffin and the burial and ceremonial costs are excluded from this cover.

4.5. Transportation of a companion in the event of hospitalisation

If the INSURED are hospitalised and it is expected that they will be in hospital for more than 3 days, the INSURERS will provide a return ticket to a member of the INSURED'S family, from their habitual place of residence, so that they may accompany the INSURED. This period need be no more than 48 hours if the affected person is a minor or disabled and they are not accompanied by a family member or legal guardian.

4.6. Accommodation for the companion

If the INSURED are hospitalised and must remain so for more than 3 days, the INSURERS will pay the hotel accommodation costs for the member of family acting as the INSURED'S companion, or, alternately, the costs of the stay of the person that was travelling with the INSURED, also covered by the policy, to accompany the hospitalised INSURED, subject to the presentation of the corresponding substantiating documents and up to a maximum limit of 10 days and up to the total limits and limits per day established in the Particular Conditions. This period need be no more than 48 hours if the affected person is a minor or disabled and they are not accompanied by a family member or legal guardian.

4.7. Repatriation of a companion

If the INSURED suffer an accident, fall ill or die and must be repatriated due to any of the causes set out in points 4.4 and 4.5, and they were travelling with other insureds, the INSURER shall organise and pay the return trip of the INSURED'S companion, up to a maximum of two people, to their regular place of residence.

Likewise, if the INSURED suffer an accident, fall ill or die and they were travelling only in the company of a child, also INSURED, and under 15 years of age or disabled, the INSURER shall organise and pay the cost of travel for a person to go and accompany the child on their return to their regular place of residence.

4.8. Return of the Insured due to death of a non-insured family member

If the INSURED are forced to interrupt their trip due to the death of any of their family members, the INSURERS will pay the costs of transport to the place of burial in Spain and, where applicable, a return ticket to the place where the INSURED were before the event, or two return tickets when there is another INSURED companion.

This cover also applied when the deceased person holds any of the family relationships stated in the definition for "FAMILY MEMBERS" with the spouse or de facto partner of the INSURED.

4.9. Return of the INSURED due to the hospitalisation of a non-insured family member.

If the INSURED are forced to interrupt their trip due to the hospitalisation of any of their family members, as a consequence of a severe illness or accident, requiring at least 2 days of hospitalisation, and this takes place after the date of the outbound trip, the INSURERS will pay the costs of transport to the habitual place of residence in Spain. Likewise, the INSURERS will pay for a second ticket to transport the persons accompanying the INSURED during the trip, who were forced to return early, provided that this second person is likewise insured under this policy.

This cover will also apply when the hospitalised person holds any of the family relationships stated in the definition of "FAMILY MEMBERS" with the spouse or de facto partner of the INSURED.

4.10 Early return caused by a severe accident in the INSURED'S place of residence or place of work.

The INSURERS will provide the INSURED with a travel ticket so they may return to their habitual place of residence if the INSURED need to interrupt their trip due to severe damage to their habitual place of residence or workplace, caused by a fire, provided that the fire has required the services of the fire brigade, a successful theft that is reported to the police or authorities, or severe flooding, to an extent that the INSURED are forced to go to these places and such situations cannot be solved by direct family members or other trusted parties and provided that the event takes place after the trip has started. Likewise, the INSURERS will pay for a second travel ticket for the person that was accompanying the INSURED that was forced to return early, provided that this second person is also insured under this policy.

4.11. Transmission of messages

The INSURERS will pay for the cost of transmitting any urgent messages that the INSUREDS require, as a result of any of the situations covered under this policy.

EXCLUSIONS

This cover does not extend to:

- a) The covers and services that have not been requested from the INSURERS and that have not been provided, through or with their agreement, except in cases of force majeure or of proven material impossibility.
- b) The losses caused as a result of fraud by the INSURED, the POLICYHOLDER, the BENEFICIARIES or the persons that travel with the INSURED, as well as any service or medical assistance that the insured request when it is accredited that they carried out the trip with the purpose of being treated for their illness at the place of destination and to be charged against the policy and the INSURER.
- c) The losses caused in the events of war, pandemics —except the one caused by COVID-19—, popular protests and movements, acts of terrorism and sabotage, strikes, arrests by any authority for crimes not derived from a traffic accident, restrictions to free movement or any other case of force majeure, unless the INSURED prove that the loss is completely unrelated to such events.
- d) Accidents that result from the practice of the sports activities listed in group C and D of the DEFINITIONS section.
- e) Accidents that result from the practice of the sports activities listed in groups D of the DEFINITIONS section.
- f) Losses caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- g) Rescue operations from mountains, the sea or the desert.
- h) Excluding those stated in point 4.1 of these Clauses, the illnesses or injuries that occur as a consequence of chronic ailments or ailments existing before the trip began, including any related complications or relapses.
- i) Illnesses or injuries occurring during the execution of manual labour or that require intense physical effort.
- j) Suicide or illnesses or injuries resulting from a suicide attempt or those caused intentionally by the INSURED to themselves.
- k) Treatment or illnesses or pathological states caused by the consumption or administration of toxic substances (drugs), alcohol, narcotics or non-prescribed medication.

- l) Costs incurred in any type of prosthesis.
- m) Childbirth.
- n) Pregnancy, except for unforeseeable complications during the first 24 weeks of pregnancy.
- o) Periodic, preventive or paediatric medical checks.
- p) Any type of medical or pharmaceutical cost incurred as a consequence of fraud by the INSURED, or due to the abandonment of a treatment that would involve foreseeable detriment to the INSURED'S health.
- q) Endodontic, periodontal and orthodontic dentistry, obturations or fillings, dentures, apicectomies, implantology and the diagnostic tools needed to perform these treatments.
- r) Medical transport and/or repatriation in specially prepared aeroplane, except in Europe and Mediterranean countries.

Subject to the INSURER'S express authorisation and the payment of the corresponding agreed additional premium, exclusion d) may be deleted, with the provisions of this insurance extending to the sports activities in Group C.

5. PERSONAL LIABILITY

5.1. Private Personal Liability

The INSURER will pay, up to the limit stipulated in the Particular Conditions, the indemnities that, in accordance with articles 1902 to 1910 of the Civil Code, or similar regulations established in other countries' legislations, the INSURED will be obliged to pay, in their capacity as a private and civilly liable party, for any material damage or personal injuries caused involuntarily to third parties, animals or objects during the trip.

The following parties will not be considered third parties for these purposes: the POLICYHOLDER, the rest of the INSUREDS under this policy, their spouses or de facto partners, duly recorded as such in an official local, regional or national marriage registry, descendants and ancestors or any other family member that resides with any of them, or any business partners, employees or any other person who de facto or de jure depends on the POLICYHOLDER or the INSURED, when acting within the scope of said dependence.

This limit includes the payment of court costs and expenses as well as the constitution of judicial bails or bonds required from the INSURED.

EXCLUSIONS

This cover does not extend to:

- a) Any type of Liability that corresponds to the INSURED for driving powered vehicles, aeroplanes and watercraft, or for the use of firearms.
- b) General Liability derived from any type of professional, trade union-related, political or associative activity.
- c) Any fines or sanctions imposed by the Courts or authorities of any nature.
- d) The liability derived from the practice of sport as a professional and in any of the following activities, even in a non-professional capacity: mountaineering, boxing, bobsleighting, cave exploration, judo, parachuting, hang-gliding, powerless flight, polo, rugby, shooting, yachting, martial arts and any sports involving powered vehicles.
- e) The damage to objects entrusted, for any purpose, to the INSURED.

6. ANNULMENT

6.1 Trip cancellation costs.

The INSURER will guarantee, up to the limit established in the Particular Conditions and subject to the exclusions contained in these Terms and Conditions, the reimbursement of the costs of annulling the trip that the INSURED are forced to pay due to the application of the general sales conditions of the Travel Agency or provider, provided that the trip is annulled before it is due to begin and as a result of any of the causes outlined below, occurring after the insurance was contracted and force the insured to cancel or postponed the trip in the schedule dates:

For the purposes of this policy, the costs of management and of annulment, where applicable and the sanction applicable under the law or in accordance with the applicable travel terms and conditions, are covered under this guarantee.

1. Due to medical causes:

1.1. Death, severe personal injury or serious illness:

- Of the INSURED, or any of the persons stated under the "FAMILY MEMBERS" heading above. If the descendent at first remove is less than 24 months of age, this guarantee will apply whether the illness in question is serious or not.
- This cover will also apply when the hospitalised or deceased person holds any of the family relationships stated above with the spouse or de facto partner of the INSURED.
- Of the person in charge during the trip of looking after minor children or disabled relatives of the INSURED of which he/she is legally responsible. **In the case of COVID-19 you will only be covered in the event of this person's death.**
- Of the INSURED'S direct superior at their place of work, provided that this circumstance has impeded the trip due to the demands of the Company employing the INSURED. **In the case of COVID-19 you will only be covered in the event of this person's death.**

With respect to the INSURED, the phrase "serious illness" refers to effects on health that require hospitalisation or bed-rest within 7 days prior to the date of the trip, and that, medically, make it impossible for the trip to begin on the established date.

The phrase "serious accident" refers to a personal injury, not intended by the victim, caused by the sudden effect of an external cause and that, in the opinion of a medical expert, makes it impossible for the INSURED to travel on the established date.

When the illness or accident affects any of the abovementioned persons, other than the INSURED, it will be understood as serious when it requires hospitalisation of such persons or involves the risk of imminent death.

1.2. Medical quarantine as a result of an accidental event.

1.3. Appointment for surgical intervention on the INSURED as well as the medical tests required prior to such intervention, provided that he/she was already on waiting list at the time of hiring both, the travel and the insurance.

1.4. Appointment for medical tests on the INSURED or a family member at first remove, performed by the Public Health Service urgently, provided that this is justified by the severity of the case.

- 1.5. Appointment for organ transplant, provided that he/she was already on waiting list at the time of hiring both, the travel and the insurance.
- 1.6. The need of the INSURED, their spouse, de facto partner or the person living permanently with the INSURED in this capacity, to rest in bed, under medical orders, as a consequence of a risky pregnancy, provided that this risk situation began after the policy was contracted.
- 1.7. Severe complications in the pregnancy that, under medical orders, require the INSURED, their spouse, de facto partner or the person living permanently with the INSURED in this capacity, to rest in bed, provided that these complications arose after the policy was contracted and that they put the continuity or required development of the pregnancy at severe risk.
- 1.8. Premature birth affecting the INSURED.

Assessment Service Previous to Cancellation

(This service can only be requested in case of serious illness or accident of the Insured)

If the Insured suffer an accident or from an illness covered by this insurance policy and doubts whether doing the travel or not, could request the Insurer a recommendation, through the Assessment Service Previous to Cancellation, with the following conditions:

- The assessment request should be done before cancelling the trip.
- The Insurer should be provided with the proper information and documents in order to evaluate the insured situation, as a whole.
- The Insurer will provide, within 72 working hours, an evaluation about the possibilities of doing the trip on the schedule dates. The evaluation will be binding for the Insurer and advisory for the Insured, who can decide whether travelling or not.
- The insurer will assume any increase in the cancellation costs that may be produce during the evaluation, according to the travel agency selling conditions submitted by the Insured.
- The Insured will assume any increase in the cancellation cost due to not following the Insurer evaluation

2. Due to legal causes:

- 2.1. The INSURED being called upon to act as a party, witness or jury member in any Civil Criminal Court or Labour Court. Those cases in which the Insured is summonsed as defendant in proceedings instigated prior to the arrangement of the travel and the insurance shall be excluded. For all other appearances, the summons must be issued after the travel and the insurance are arranged.
- 2.2. The INSURED being called upon to serve on an electoral board, for national, regional or municipal elections.
- 2.3. The INSURED being called upon to present and sign official documents.
- 2.4. Delivery of an adopted child, which coincides with the travel dates.
- 2.5. The INSURED receiving a summons for divorce proceedings.
- 2.6. Unexpected refusal of visa applications.
- 2.7. Police detention for non-criminal causes.
- 2.8. Imposition of a traffic fine of more than €600, provided the infraction and the INSURED learning of the fine occur after the reservation was contracted.
- 2.9. Withdrawal of driving license, provided the vehicle in question was going to be used as a means of transport to make the trip and none of the INSURED'S companions are able to take over driving in the vehicle during the trip.

3. Due to employment causes:

- 3.1. Non-disciplinary dismissal of the INSURED from their place of work.

Notwithstanding the foregoing and provided that the trip were not cancelled by the INSURED, the natural persons holders of a loan to finance a trip and working as a salaried employees, at the moment of contract the trip and the insurance policy, will be covered by this policy.

Will be entitled to unemployment coverage when:

- 1) The termination of his employment contract would have occurred after the contracting of the policy and before the start of the trip due to any of the following circumstances:
 - a) Due to employment regulation or collective dismissal
 - b) Death or incapacity of his individual employer and being the cause that determines the termination of the employment contract.
 - c) Unfair dismissal.
 - d) Dismissal or termination of the contract based on objective causes
- 2) At the moment of communication of the termination of the employment contract, the payments of part of the financing quotas were still pending.
- 3) The INSURED decides to continue with the trip,

The INSURER will afford the payment of the regular instalments pending amortization, up to a maximum of 6 instalments in order to avoid the cancellation of the trip by the INSURER.

The maximum amount to be paid by the INSURER will be 50% of the cost of the cancellation expenses that would have been incurred if the trip had been cancelled at the time of the termination of the contract of employment.

This coverage cannot be accumulated or added to the coverage of Trip Cancellation. In case of cancellation of the trip for any of the other causes established in the conditions of the policy and if it would have already been compensated for this coverage, the amount already paid out of this coverage, will be deduct from the total amount of cancellation expenses incurred.

- 3.2. Presentation of a Collective Redundancy Plan that directly affects the INSURED as an employee, resulting in a partial or total reduction of their working hours, provided this occurs after the date on which the insurance was contracted.
- 3.3. Recruitment of the INSURED to a new job position, in a company other than the one at which they worked, provided that it is with an official employment contract and the recruitment occurs after the insurance was contracted. This cover will also be valid if the INSURED are recruited after being unemployed.
- 3.4. Geographical transfer of place of work, provided that it implies a change of domicile of the INSURED during the schedule dates of the trip, and the INSURED is an employee.

- 3.5. The requirement to undergo official examinations for public positions of employment, either as an opponent or as a member of the opposition court, called and announced through a public body after the insurance contract was signed and being at the same time of the dates of the trip.
- 3.6. Dismissal of the parents of the INSURED from their place of work, provided that the trip had been paid by the parents.
- 3.7. Renewal of an employment contract.

If the claim incident is covered by any of the employment causes referred to, in addition to the INSURED, cover under this guarantee shall likewise extend to the spouse or de facto partner, or the person permanently living in this capacity with the INSURED and children under legal age thereof if they are likewise insured for the same travel, provided that they live at the same home address as the INSURED

4. Due to extraordinary causes:

- 4.1. Act of aerial piracy that makes it impossible for the INSURED to begin their trip on the established dates.
- 4.2. Declaration of a catastrophe zone or epidemic at the INSURED'S trip destination.
- 4.3. Legal declaration of bankruptcy or creditors' meeting of the company.
- 4.4. Severe injuries sustained as a result of a fire, explosion, theft or act of nature, at the INSURED'S main or second residence or in their professional office, if the INSURED are self-employed or run a company and must therefore attend to the situation.
- 4.5. Being called upon to serve with the Armed Forces, Police or Fire Brigade urgently and obligatorily, provided this occurs after the insurance was contracted and no knowledge of this possibility existed at the time of reserving the trip.

5. Other causes:

- 5.1. Demand served by the Tax Agency to file a supplementary income tax return, the final effective result of which requires the Insured to make payment of an additional amount greater than 600.
- 5.2. Annulment of the trip by the person who was to accompany the INSURED during the trip, who was recorded as such at the same time as the INSURED and insured under this same contract provided the annulment is due to any of the causes described above and, as a result, the INSURED are forced to travel alone.
- 5.3. Breakdown or accident involving the vehicle belonging to the INSURED, which makes it impossible for the INSURED to begin the trip. Despite the above, and provided that the trip wouldn't be cancelled by the INSURED, the INSURER will guarantee the reimbursement of reasonable and justified costs of the rental of a vehicle to continue its trip as initially planned. The maximum amount payable by the INSURER would be the lesser of the following:
 - a) 50% of the cost of the cancellation fees that would have generated if the trip was cancelled at the time of the accident or breakdown, or
 - b) 50% of the sum insured for the guarantee of Trip Cancellation Costs.

This coverage may not be accumulated or complementary to the guarantee of Trip Cancellation Costs.

In case of cancellation of the trip because of any other insured cause reflected in these Terms and Conditions and it happens that the INSURED was already compensated for this coverage, then that amount that was paid with charge to this coverage would be deducted of the total amount of the trip cancellation costs.
- 5.4. Theft of the documentation or luggage, which makes it impossible for the INSURED to begin the trip.
- 5.5. Cancellation of wedding ceremony provided the insured trip was a honeymoon.
- 5.6. Obtainment of a trip and/or stay similar to the contracted one, for free, as part of a public draw made before a Notary Public.
- 5.7. Granting of official grants that impede the trip.
- 5.8. Change of school during a school year that has already started of the INSURED or children living with him.

In the event that the INSURED transfer the trip to another person, for any cause foreseen in the section on the COSTS INCURRED DUE TO TRIP ANNULMENT, any additional costs incurred in the transfer will be covered.

Likewise, the insurance covers the additional costs charged to the INSURED for changes in the date to postpone the trip, provided these costs do not exceed those that would be incurred in the case of cancellation.

EXCLUSIONS

Cover does not extend to trip annulments due to:

- a) Beauty treatments, periodic medical checks, treatments, medical instructions to avoid flying, vaccinations, the impossibility of following a recommended preventive medical treatment in specific destinations or voluntary interruption of pregnancy.
- b) Psychological and mental illnesses and depressions not requiring hospitalisation, or that require hospitalisation for less than seven days.
- c) Illnesses that are being treated or require medical care within the 30 days preceding both the date for which the trip is booked and the date for inclusion in the insurance, excepting the situations outlined in points 1.3 and 1.5.
- d) In general, all cancellations due to causes that had occurred at the time of contracting the policy, of which the POLICYHOLDER and/or INSURED were aware.
- e) Participation in bets, duels, crimes or fights, unless exercised in legitimate defence.
- f) Terrorism and war.
- g) The failure to present the documents that are essential during all trips, such as passports, visas, travel tickets, ID documents or vaccination certificates.
- h) Complications in a pregnancy, excepting the situations outlined in points 1.6, 1.7 and 1.8.
- i) The losses that are caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- j) Pandemics—except the one caused by COVID-19 for the cancellation cause 1.1.—.
- k) The increase of trip cancellation cost are expressly exclude in the cases of Assessment Service Previous to Cancellation if the treating physician has already contraindicated the trip on the schedule data; if there are delays to evaluate the case due to the Insured or for cases already excluded in this insurance policy.

7. CURTAILMENT

7.1 Compensation for lost holidays

The INSURERS will reimburse the INSURED, up to the maximum amount established in the Particular Conditions, and subject to the exclusions mentioned in these General Conditions, the cost of the services contracted before the trip begins and subject to documental substantiation of the cost of the services, that the INSURED were unable to use as a consequence of an early end to the scheduled trip, **which necessarily requires the INSURED to return to their habitual place of residence**, for any of the following causes occurring during the course of the trip:

- a) Due to accident or illness affecting the INSURED.
- b) Due to hospitalisation of a non-insured family member, once the trip has started, which requires a minimum hospital stay of 24 hours.
- c) Due to the death of the INSURED, during the trip or a non-insured family member.
- d) Due to severe damage in the INSURED'S home or workplace, occurring after the start of the trip, caused by fire requiring the assistance of the fire brigade, explosions, successful robbery that is reported to the police or severe flooding that require the presence of the INSURED.

For the purposes of this cover, any of the persons described in the definition of "FAMILY MEMBERS" will be considered a family member of the INSURED. This cover will also apply when the hospitalised or deceased person holds any of these same family relationships with the spouse or partner of the INSURED.

This cover also extends to a companion that the INSURED may have during the trip, **provided that the companion is also insured under this policy**, in the event that they decide to finish their trip early as well so as to accompany the INSURED in their return to their habitual place of residence.

If a whole family is travelling, the early return of all the members of the family will be covered, **up to a maximum of four people**. If the family has minor children, two more will be included, **up to the maximum of six people**.

The sum reimbursed will be obtained by dividing the total cost of the contracted services by the number of days that the trip lasts, as stated in the Particular Conditions of the policy and then multiplying the daily sum, obtained with this calculation, by the number of days of holiday that were lost.

In respect of cruise trips, the insurance likewise covers the INSURED'S hospitalisation during the trip, when this impedes the trip. If the INSURED is travelling with their family, the accompanying family members are included, up to a maximum of four persons. If the family includes minors, two more people may be covered, **up to the maximum limit of six**.

The lost days on the trip will be counted as of the day following the date on which the event that caused the interruption occurred, except in cases involving the hospitalisation of the INSURED or a non-insured family member, in which case the days will be counted as of the day on which they were checked in to hospital.

If the cost of the contracted services exceeds the sum insured for this cover, the reimbursement will be calculated on the basis of the amount resulting from dividing the sum insured by the lost days on the trip.

EXCLUSIONS

This cover does not extend to:

- a) Early returns that were not notified to the INSURERS or that were not made through or with their agreement, except in cases of force majeure or proven material impossibility.
- b) The losses caused as a result of fraud by the INSURED, the POLICYHOLDER, the BENEFICIARIES or the persons that travel with the INSURED.
- c) Any reimbursement requested in cases in which the INSURED'S return occurred on the date on which the trip was supposed to end or subsequent to this date.
- d) Any illnesses or injuries as a consequence of chronic ailments or ailments occurring before the trip begins (unless the chronic illness becomes acute or imbalanced again during the trip) and AIDS in any of its stages of development.
- e) Illnesses that are being treated or require medical attention within 30 days preceding both the date of the trip reservation and the date of inclusion in the insurance.
- f) Psychological and mental illnesses and depressions not requiring hospitalisation, or that require hospitalisation for less than seven days.
- g) Illnesses or injuries occurring when carrying out work requiring manual labour.
- h) Suicide or illnesses or injuries resulting from a suicide attempt or those caused intentionally by the INSURED to themselves.
- i) Treatment or illnesses or pathological states caused by the consumption or administration of toxic substances (drugs), alcohol, narcotics or non-prescribed medication.
- j) Childbirth.
- k) Pregnancy, except for unforeseeable complications during the first 24 weeks of pregnancy.
- l) Participation in bets, duels, crimes or fights, unless carried out in legitimate defence.
- m) Terrorism.
- n) Beauty treatments, periodic medical checks, treatments, medical instructions to avoid flying, vaccinations, the impossibility of following a recommended preventive medical treatment in specific destinations or voluntary interruption of pregnancy.
- o) Failure to present the documents that are essential for any journey, such as passports, visas, tickets, driving licenses or vaccination certificates, due to any cause.
- p) Losses that are caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- q) Pandemics —except the one caused by COVID-19—.

ADDITIONAL PROVISIONS

In fulfilment of the provisions of article 96 of Act 20/2015, of 14 July on the organisation, supervision and solvency of insurers and reinsurers, as well as the implementing regulations, you are hereby informed:

-That this Entity shall publish a report on its financial situation and solvency every year, as per the contents, forms and timeframes required for such publications and determined in the implementing regulations of the Law on the organisation, supervision and solvency of insurers and reinsurers.

-That Spanish legislation shall not apply in case of liquidation of the insuring entity.

PERSONAL DATA PROTECTION

We have drafted this summary in order to help you to manage and use this document. Please read the full version, the updated version of which is available at all times on our web page, section "data protection policy" <https://www.ergo-segurosdeviaje.es/clausula-de-proteccion-de-datos/>

WHO PROCESSES YOUR PERSONAL DATA?

The data processor of your personal data is "ERGO SEGUROS DE VIAJE, SUCURSAL EN ESPAÑA (en adelante ERGO SEGUROS DE VIAJE) (hereinafter, "ERGO Seguros de Viaje").

We have designated a person that shall be responsible for safeguarding your privacy at our company (the Data Protection Manager or "DPM") before whom you may file any claim or request clarifications if you have any doubts or questions. You may contact the DPM at Av. Isla Graciosa, 1, 28703 San Sebastián de los Reyes, Madrid, Spain or by way of email: dpd@ergo-segurosdeviaje.es

FOR WHAT PURPOSES IS YOUR PERSONAL DATA PROCESSED?

To comply with our obligations, and your personal data is processed, necessarily, in order to (i) comply with the applicable regulations, as well as (ii) the contracted insurance policies, by way of the adoption of automated decisions or by way of the creation of minimum profiles or studies in relation to each trip in order to establish the price of the insurance policy, or (iii) to respond to your requests for the contracting of said policies. (iv) Furthermore, your personal data is also processed in order to render your personal data anonymous in order to comply with the solvency obligations imposed under applicable regulations.

To notify you of our offers, to enhance the quality of our services and to provide you with a personalised service, provided that you are a customer and that you have provided us with your personal data. Furthermore, in said cases, subject always to your right of objection, to (i) forward to you commercial communications through any channel whatsoever in relation to the products marketed by our company (insurance products), within your reasonable expectations of privacy based upon your history of contracting insurance policies through us, (ii) create specific profiles with internal information in order to provide you with enhanced services (+Info in the section "profiles"), (iii) update your personal data and enhance said information with public data for commercial purposes and for the provision of enhanced customer services, (iv) or to create behavioural models through "pseudonymised" and anonymous data, that also enables us to adjust our services to your needs and interests at all times.

WHY IS YOUR PERSONAL DATA PROCESSED?

The mandatory data processing of your personal data is carried out in order to comply with applicable legal provisions and with the terms of your contracts or requests. Furthermore, the additional data processing of your personal data is carried out, if you are a customer or if you have accepted our data protection policy, based upon your consent, that you are able to revoke at any time whatsoever without any detriment whatsoever, or upon legitimate interests, considered in relation to your right to privacy. The forgoing consideration has been carried out in accordance with applicable law and with the criteria established by the data protection authorities, based upon the belief that, by means thereof, we are able to enhance the quality of our products and services to offer you more personalised services and to notify you of our offers.

WHO HAS ACCESS TO MY PERSONAL DATA?

Only ERGO Seguros de Viaje has access to your personal data, unless you have provided us with your consent for the assignment thereof, or when said assignment of your personal data is imposed by legal requirements. Furthermore, the suppliers or providers of any service shall also receive your personal data, however the foregoing shall always be subject to contracts and guarantees, in accordance with the models approved by the data protection authorities. Our suppliers and providers of services include certain related-party companies, such as the travel assistance services of "DKV SERVICIOS, S.A.", and of "EURO-CENTER HOLDING, S.E." and "EURO-CENTER MADRID, S.A.", a leading multinational within its sector, through which we provide travel assistance services throughout the world. In this case, and through EURO-CENTER, data exchanges may take place to foreign countries outside of the European Union, however the foregoing shall only be carried out at your request if you notify of the need for travel assistance, and only when strictly necessary, and only when you need to receive the medical assistance or other material services that you have contracted, so that we are able to comply with the terms of the insurance policy and fulfil said obligations. Moreover, occasionally, by means of the foregoing we shall protect your vital interests or that of the rest of the insured persons.

In the case of legitimate interest, for fraud prevention, or for internal administrative activities, or when you have consented thereto, your personal data may be assigned and provided to other branch offices of ERGO Seguros de Viaje, or companies of the ERGO Group to which we belong.

On our web page you will find a list of the categories of suppliers and the companies that form part of our group.

HOW LONG WILL WE STORE YOUR PERSONAL DATA?

Unless you have provided your consent, we shall only store your personal data for the time during which you are a customer or during the period in which we have a commercial relationship with you. As from said moment in time, the data that shall be stored, exclusively as restricted information (that is to say, available to the corresponding authorities and in the legal interests of the company) shall be the minimum necessary data in relation to the operations and transactions carried out in order to act in relation to any claim, until the time-barring thereof. Normally the applicable periods are that of 10 years for the Prevention of Money Laundering Act, if applicable, and that of 5 years in order to manage the claims pursuant to travel insurance policies that include personal injuries to natural persons. After the foregoing periods have elapsed, the data shall be completely deleted and cancelled.

If you are not a customer and you have forwarded us an application for the contracting of an insurance policy, we shall store your personal data during the period in which the offer that has been provided to you remains valid, or, if no period of validity has been established, then for the legally applicable term.

WHAT ARE MY RIGHTS?

You have the right to access, rectify and delete your personal data, to object to the use thereof, to revoke your consents, as well as other rights provided for under applicable regulations, such as the right to the transfer of your personal data, the limitation of the data processing thereof, or to file a claim or complaint before the Data Protection Agency, or before our Data Protection Manager. Moreover, if automated decisions are adopted that affect you, you are always able to request the intervention of a natural person to review said decisions, and you may always object to any data processing, or revoke the consent thereto, without any detriment or prejudice to you whatsoever.

You may exercise your rights by forwarding us a letter together with a copy of your D.N.I. (National Identification Document), or equivalent official identification document, with the subject "PROTECCIÓN DE DATOS" to the following address: Avda. Isla Graciosa 1. 28703 San Sebastián de los Reyes, Madrid, Spain, or by way of email: dpd@ergo-segurosdeviaje.es.

For more information, please read the document "Complementary information" that you can find in the section "Data Protection" of our web page www.ergo-segurosdeviaje.es

CUSTOMER SERVICES

In accordance with the provisions of Order ECO/734/2004, this Insurance Firm has a **Customer Service Department**, which will respond to and solve, within a maximum period of two months from the date of presentation, any complaints or claims made by the policyholder, the insureds or their beneficiaries, or any affected third parties, that may derive from the application of this insurance contract.

Complaints and claims should be made in writing to the Firm's **Customer Services Department**, at the address: Av. Isla Graciosa, 1 28703 San Sebastián de los Reyes, (Madrid); or by email to the address: sac@ergo-segurosdeviaje.es

For these purposes, **Complaint** refers to any complaint concerning how the services are provided by the INSURERS to the insureds, in the sense of any delays, failure to meet obligations or respond in due time, or any other inappropriate action or omission perceived in the way the firm works. **Claim** refers to the claim presented by the insureds with the intention of reclaiming or being reimbursed for any interest or right, describing specific facts related to actions or omissions of the Company, which, in the claimant's opinion, are detrimental to their interests or rights, in the sense of any breach of contract, transparency standards, safeguarding of customer rights or good practice.

If the claimant is dissatisfied with the solution provided by the Customer Services Department, or does not receive a response within the two-month period stated above, the claimant may present the complaint or claim before the Complaints Service of the General Directorate of Insurance and Pension Funds, in accordance with the provisions of Order ECC/2502/2012.

The undersigning party hereby acknowledges that they have received, on this same date, in writing and prior to signing the Contract, all the information required under the Implementing Regulations of the Act on the Regulation, Supervision and Solvency of Insurers and Reinsurers.

The Policyholder has read and approves the above and expressly accepts the limiting and excluding clauses thereof and those contained in the Policy Schedule and the General, Particular and Special Conditions of this policy.



ERGO SEGUROS DE VIAJE,
Sucursal en España

THE POLICYHOLDER

Domicilio: Avda. Isla Graciosa, 1
28703 San Sebastián de los Reyes (MADRID)
Tel. 91 344 17 37 Fax: 91 457 93 02
contacto@ergo-segurosdeviaje.es

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