

# Multi-assistance Multi-assistance Travel Insurance Terms and Conditions

ERGO-MULTIASISTENCIA\_V012020\_0120\_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:

**INSURERS:** 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 physical person or legal entity 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:

- **Annual Modality and Annual Long Stay Modality:** All the persons specified by the policyholder of the insurance in the list attached to the Contract.
- **Temporary or Open Modality:** All the persons specified in the travel notification that the policyholders sends to the insurers, stating the destination, travel date and duration of the trip, always before the journey is due to begin.

**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 address in Spain, except in the event of policies contracted for incoming journeys.

**BENEFICIARY:** The physical person or legal entity that, following the previous assignment of rights by the INSURERS, holds the right to the indemnity.

**TRIP:** (Temporary Modality): (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.

(Annual Modality): The word "trip" refers to any travel or journey undertaken by the INSURED away from their residence, from the moment that they leave and until they return although the periods that the INSURED may spend at their own address during the period of cover, will not be considered as part of the trip.

**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 cover, 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, it shall be taken into account whether the journey insured is carried out with the express purpose of carrying out a sports activity. On the other hand, 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.**

Trips that are not made for the purposes of carrying out a sports activity shall be covered for the activities in groups A and B. **With express prior permission from the INSURER and by means of an agreed extra premium, the coverage of the policy may be extended to cover the activities in group C.**

Trips that are made in order to carry out a sports activity shall have coverage under this policy for the activities in group A. **With express prior permission from the INSURER and by means of an agreed extra premium, the coverage of the policy may be extended to cover the activities in groups B and C.**

**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 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 organiser of the trip 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:** Illness that spreads at the same time and within a same country or region to a large number of people.

**PANDEMIC:** Epidemic illness that reaches level 5 of the pandemic severity index of the World Health Organization, because the illness has spread to at least two countries within a World Health Organization region.

**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. GEOGRAPHIC 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 for the Balearic Islands and the Canary Isles, where the distance will be more than 15 kilometres.**

### 2. EFFECT AND DURATION OF THE CONTRACT

Unless the contrary is stipulated, the contract will come into force, provided that the INSURED or the CONTRACTING POLICYHOLDER have paid the invoice for the corresponding premium, at 00:00 hours on the date stated in the Particular Conditions and will expire at 24:00 hours on the date on which the stipulated timeframe elapses.

In the case of Annual Modality Policy, if neither of the parties notifies the other of their intention to rescind the contract two months before the expiry of the same, the contract will be considered to have been tacitly renewed for another one-year period, with the same occurring for successive years.

### 3. MODALITIES OF THE CONTRACT

The policy may be contracted in different modalities, subject to the Conditions herein:

#### 3.1 Annual Modality:

The period of cover will extend to one year, as of the date of inception of the contract, but the duration of the trips or stays outside the INSURED'S habitual place of residence may not exceed 90 consecutive days.

#### 3.2 Annual Long Stay Modality:

In this modality, the INSURED may be travelling or on a trip for 365 consecutive days.

#### 3.3 Open Modality:

This will be contracted for trips of a fixed or variable duration, where the period of cover will be determined by the notifications of travel received by the INSURERS from the POLICYHOLDER. The Policyholder must notify the INSURERS of the details of the persons insured under the Floating modality every month and/or at the time of purchasing or reserving the trip, by any reliable means.

#### 3.4 Temporary Modality:

In this modality, the duration of the cover, expressed in the number of consecutive days and up to a maximum of 365 days, is chosen by the INSURED and stated in the Particular Conditions.

### 4. EFFECT AND DURATION OF THE COVERS

- a) **Trip Cancellation** caused by the Insured or by the trip organiser/provider. This cover must be contracted between the original trip reservation and the confirmation of the reservation. It may also be contracted during the 7 days following the booking confirmation, in which case an exclusion period of 72 hours, counting from the date on which the insurance is contracted, will apply. If the insured trip is a cruise the cover for trip cancellation will applied just in case in section programme insured (*programación asegurada*) of the particular conditions, is expressly stated or options for cruise are established.

- b) **All other covers:** These covers will come into force on the date on which the trip begins and will expire on the date on which it ends, in accordance with the travelling conditions chosen and notified by the POLICYHOLDER to the INSURERS. 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.

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.

### 5. TRIPS TO RISK / WAR ZONES

Claims for personal injuries or material damage 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 INSURERS 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 INSURERS' criteria.

### 6. 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 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 and the United States, within the context of the international relations and treaties in force.

### 7. RESCISSION OF POLICIES

Under the Floating Policy mode, the Policy will be automatically rescinded if the POLICYHOLDER fails to send the INSURER any notification stating the insured persons within the period of 6 consecutive months.

Under the Annual Policy mode, which is tacitly renewable, if the INSURER do not notify the POLICYHOLDER by certified post of their intention of rescinding the contract two months prior to the expiry of the insurance period, the Policy will be tacitly assumed to have been renewed for another one-year period, and so on successively. For the POLICYHOLDER, the period for notifying the INSURER is reduced to one month prior to said expiry.

### 8. PREMIUM PAYMENT

The premium, including the corresponding taxes, will be paid by the POLICYHOLDER when the contract is signed. **The premium will be non-returnable once any of the covers provided under the policy comes into force.**

In the case of Open policies, the INSURERS will determine, periodically, the premium that the POLICYHOLDER must pay, depending on the number of insured parties declared and notified by the POLICYHOLDER, before each trip begins, and depending on the rate established in the Particular Conditions: it is essential for the POLICYHOLDER to notify the INSURERS of these parties for the covers to come into effect.

If agreed at the time of signing the contract, the POLICYHOLDER will pay the provisional premium indicated in the Particular Conditions, which will be discounted from the premium determined in accordance with the points of the preceding paragraph. Said provisional premium will be the minimum payable, which means that the INSURERS will not be obliged to repay any part of it in the event that it is less than the amounts resulting from the calculations of the rates and number of insured.

In the Annual and Annual Long Stay Modalities, the premium must be paid when signing the contract and the successive annual payments will be paid at the time of the respective expiries for the purposes of which the INSURERS must present the corresponding invoice for the premium.

### 9. CLAIMS AGAINST THIRD PARTIES

Except in the case of the cover for accidents, the INSURERS will subrogate 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.

### 10. 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.

### 11. 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.

#### 11.1. 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 in order to mitigate the consequences.

- b) The INSURED or their Legal Representatives must notify the agency from which they purchased the trip that is covered by the insurance as soon as any of the causes that could result in the reimbursement of the Cancellation Costs occur, in accordance with the stipulations of the Cancellation Costs cover.
- 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 INSURERS may claim for damage or loss caused by the failure to make this notification, unless it is proven that the INSURERS 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 proceed to ask the corresponding authorities or supervisors (station managers, qualified airliner, 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 that will be sent to the INSURERS.
- 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 that have attended to 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 INSURERS will not be able to use the information obtained for any other 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 Authority 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 suffered.
- i) The INSURED must attach a document substantiating the occurrence of the loss to all claims for Delays.
- j) In the event of a Personal Liability claim, the POLICYHOLDER, the INSURED or their BENEFICIARIES must not accept, negotiate or reject any claim without the express authorisation of the INSURER.
- 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.

### 11.2 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. The telephone calls will be free and, in the countries where reverse charging is not possible, the INSURED will be able to recover, upon return, the cost of the calls in question by presenting the substantiating documents.
- b) **The INSURER will not be liable for delays or failures in their obligations resulting from force majeure or the special political or administrative characteristics of a certain 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, if the Insured is in a country where such circumstances do not arise, the costs that they have incurred and that are covered, will be paid upon the presentation of the respective substantiating documents.
- c) **The medical assistance and medical transport operations must be undertaken after the doctor attending the INSURED has reached an agreement with the INSURER 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 INSURER will only pay the supplementary costs required as a result of the incident in the extent that they exceed those initially foreseen by the INSURED.
- 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 INSURER, to the INSURER.

### 11.3. Loss appraisal or disagreement with the appraisal 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, with the subtraction of the corresponding depreciation. In the case of the cover for Trip Cancellation Costs, the indemnity will be based on the value of the cancellation 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.

### 11.4. Indemnity payment

- a) The indemnity will be paid within twenty days as of the date on which the friendly agreement between the parties has been reached.
- b) If the INSURERS have not made a payment within this period, the INSURED may not claim the interests for the preceding period.
- c) In order to receive the indemnity in the event of death or permanent disability, the INSURED or the BENEFICIARIES, must send the substantiating documents listed below to the INSURERS, as applicable:

#### c.1 Death.

- Death certificate.
- Last Will Certificate from the Registry Office.
- Will, if it exists.
- Testator's certificate stating whether the Will names the beneficiaries of the insurance.
- Document certifying the identity 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 of Tax Inheritance or the settlement, if applicable, duly filled out by the authorising Administrative Body.

### c.2 Permanent Disability.

- Medical incapacity certificate stating the type of disability resulting from the accident.
- d) For the payment or reimbursement of the Trip Cancellation 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 that it/they started, as well as the impossibility of undertaking the trip.
  - Medical death certificate, in the event.
  - Invoice paid for the annulment costs.
  - Invoice substantiating the cost of the holiday.
  - Document of registration or booking, or photocopy of the ticket.
  - National ID Document or equivalent/similar.
  - And, in general, any document that proves the nature, circumstances and extent of the loss.

### 11.5. Rejection of claim

**If, in an act of bad faith, the INSURED make misleading or false statements, exaggerates 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 element, the INSURED will lose all rights to indemnity for the loss.**

## COVERS

### 1. LUGGAGE

#### 1.1. Material losses

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 losses affecting the INSURED'S luggage, during the trips or holidays 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 transporters.

**In the case 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.**

**The 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, wheelchairs and medical devices, etc.

**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 covered only when the vehicle is situated 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

Likewise, up to the limit stipulated in the Particular Conditions and subject to the presentation of invoices, the insurance covers purchases of items that are necessary, duly substantiated, as a result of a delay of 24 hours or more in the delivery of the luggage that has been checked-in, regardless of the cause, up to a maximum of 10 per cent of the sum insured and provided that the limit established in the Particular Conditions has not been exceeded.

In the event that the delay occurs during the return journey, it will only be covered if the luggage is delayed by more than 48 hours after the arrival. Under no circumstances will this indemnity be in addition to the basic insurance indemnity (1.1. Material losses).

#### 1.3. Processing costs incurred as a result of loss of documents

Provided that they are duly substantiated, the insurance covers the costs of processing and obtaining documents, which the INSURED are obliged to replace, due to the loss or theft of credit cards, bank cheques, traveller's cheques, fuel cheques, travel tickets, passports or visas, occurring during travel or during stays, up to the limit stipulated in the Particular Conditions. **The losses resulting from the theft or loss of the abovementioned objects, or their illegal use by third parties, is not covered under this guarantee and therefore no indemnity shall be paid in respect of the same; the same applies to the extra expenses incurred that are not directly related to replacing such documents.**

#### 1.4 Forcing open and repair of cases and safes.

The costs incurred in forcing open and repairing cases and safes reserved in a hotel due to the loss of the corresponding keys are covered, provided they are duly substantiated and up to the limit established in the Particular Conditions.

#### 1.5 Loss of keys to the habitual place of residence.

If, as a consequence of the loss, theft or simple misplacement of keys to the INSURED'S habitual place of residence, during the trip covered by this policy, the INSURED need to use the services of a locksmith to enter their home upon returning from the trip in question, the INSURERS will pay the costs incurred, subject to the presentation of the corresponding invoice, up to the limit stipulated in the Particular Conditions.

### EXCLUSIONS

This cover does not extend to:

- a) The stocks and materials for professional use, coins, bank notes, travelling 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 lost after being entrusted to a transport company.
- e) Theft occurring during any camping trip 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 with access for 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 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. TRIP 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/or transport, as a consequence of the delay, with the temporal and economic limits established in the Particular Conditions.

#### 2.2. Cancellation of the outbound trip on the means of transport due to a strike

When the outbound trip on the public means of transport chosen by the INSURED is cancelled due to a strike or to social conflict, the INSURERS will pay, up to the limit established in the Particular Conditions, the extra expenses incurred by the INSURED in order to return to their residence.

#### 2.3 Loss of transport connections due to delay in means of transport.

If the means of public transport is delayed due to a technical fault, strikes, inclement weather conditions or natural disaster, intervention of the authorities or any other persons employing force, and as a consequence of said delays it is impossible for the INSURED to make the connection with the next public means of transport that was reserved, fixed and established in the ticket, the INSURER will pay the food and accommodation costs incurred whilst waiting, subject to the presentation of the substantiating documents and up to the limit established in the Particular Conditions.

#### 2.4. Loss of means of transport due to accident "in itinere"

If, as a result of an accident involving the private or public means of transport used by the INSURED to travel to the airport, seaport, train or bus station, to undertake the trip, the INSURED miss the foreseen collective means of transport, the INSURERS will pay, up to the limit established in the Particular Conditions, the costs incurred during the time required to obtain the connection with the next means of transport.

#### 2.5 Denied boarding (Overbooking).

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.

#### 2.6 Delay in the arrival of the means of transport during the trip.

If the public means of transport chosen by the Insured arrives more than 3 hours later than expected, the INSURERS will indemnify, up to the limit established in the Particular Conditions, the unforeseen and substantiated costs incurred by this delay, in continuing or concluding the journey, provided that these expenses have not been reimbursed by the transport company responsible for the delay.

**These covers cannot be accumulated or added to each other since, as soon as the first cause of indemnity for the delay has occurred, the rest will be eliminated, provided they have the same root cause.**

**In any case, the costs guaranteed under these covers refer to those incurred at the place where the delay occurs.**

#### 2.7. Alternative means of transport due to loss of connection.

If the public means of transport is delayed or cancelled due to a technical fault, strike or social conflict, adverse weather conditions, natural disasters, extraordinary natural phenomena or the intervention of the authorities or other persons using force, and as a consequence it is impossible for the INSURED to reach the connection for continuing the journey, as determined in the travel ticket, the INSURERS will pay the transportation costs incurred in returning to the place of origin or the use of alternative means of transport to reach the final destination, up to the limit established in the Particular Conditions.

### 2.8. Loss of contracted services.

If the public means of transport is delayed or cancelled due to a technical fault, strike or social conflict, adverse weather conditions, natural disasters, extraordinary natural phenomena or the intervention of the authorities or other persons using force, and as a consequence the INSURED are unable to use the initially contracted services, other than the original tickets to make the journey, such as guided tours, visits to countries, accommodation, meals or any other similar event, the INSURERS will indemnify the INSURED for this loss up to the limit established in the Particular Conditions.

### 2.9. 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.

### 2.10. 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.

### 2.11. 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.

## 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.

**Covers does not extend to persons aged over 70. Minors aged under 14 years are covered for the risk of death only up to the sum of € 3,000.00, or up to the limit established in the Particular Conditions, if this is less, for the burial costs and, for the risk of Permanent Disability, 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, if 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. Absolute loss or inability to use:

- 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.

### 3.2. Search and salvage costs.

In the event of an accident covered by the guarantees of this insurance, which also results in a search, rescue, transportation or repatriation expenses of the INSURED, by the civil, military or rescue agencies alerted to this effect, the INSURER will reimburse the expenses up to the limit established in the Particular Conditions.

If due to seriousness of the situation, an helicopter is required to evacuate the INSURED, the INSURER will reimburse the expenses incurred, upon the presentation of the corresponding invoices, up to the limit established in the Particular Conditions, with a maximum of 3,000€. Under no circumstances will this amount be in addition to the amount established for this coverage.

If this policy has been taken out to practice any of the activities of Group B or C (see section DEFINITIONS / SPORTS ACTIVITIES), with the corresponding extra-premium, it will be requirement and necessary condition that the sport activity has been carried out in a responsible way and under the tutelage of a local company, with duly accredited guides or monitors, accompanying the INSURED during the practice of the mention sport activity.

**An exception for this obligation is made for practice of the ski, whenever it is carried out inside the tracks conditioned in the ski station.**

### 3.3. Reimbursement of flat rate.

If the INSURED is a victim of an accident covered by the main guarantees of the insurance, which results in death or, as substantiated with a document confirming the doctor's orders, in the INSURED having to interrupt their trip and/or rest in bed, the INSURERS will reimburse a flat rate, per claim and up to the daily sum and with the maximum limits established in the Particular Conditions, for the costs resulting from the non-use of mechanical ski-lifts and the non-attendance at ski classes during the time that the INSURED are unable to practice this sport.

### EXCLUSIONS

This cover does not extend to:

- a) Personal injuries occurring during a state of mental illness, paralysis, apoplexy, epilepsy, diabetes, alcoholism, drug addiction, 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 actions, 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 upheaval, 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) Accidents that result from the practice of the sports activities listed in groups B (except in the case of trips not made for the purposes of carrying out a sport activity of that group) and C of the DEFINITIONS section.
- e) 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) The situations that worsen an accident that occurred before the formalisation of the policy are not included.
- j) The losses that are caused by radiations from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.

Exclusions d) and g) can be deleted, total or partially, from the policy, subject to a previous agreement reached with the INSURERS and to the payment of the corresponding additional premium.

### 3.4. Accidents in the means of transport.

The insurance **exclusively covers the indemnity payable for the INSURED'S death** as a consequence of:

a) An accident in the means of public transport: aeroplane, regular liner boat, train or regular bus line, in which the INSURED travel as a passenger, including the boarding and leaving of said means of transport.

**This insurance does not cover people travelling in leased private aeroplanes or single motor aeroplanes (whether propeller-driven, turboprop, jet engine, etc) or on cruise ships.**

b) An accident suffered as a passenger in any form of public transport (taxi, leased car with driver, tram, bus, train or commuter train) during the direct route between the point of departure or arrival (home/hotel, etc) and the travel terminal (station, airport, seaport, etc).

Minors of 14 years or under are covered for the risk of death only up to the sum of € 3,000.00, or up to the limit established in the Particular Conditions or in the insurance receipt, if this is less, for burial costs.

**Journeys lasting more than 45 consecutive days using the same ticket or transport document are not covered under this policy or under any of its sections.**

The Policyholder and the Insurer hereby declare that they are expressly aware that **the maximum indemnity for a loss will in no case exceed € 6,000,000.00**, 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.

### **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 29<sup>th</sup> October, 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 or 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 Insurer.
- b) That, even if the risk is covered by the insurance policy, the obligations of the Insurer 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 8<sup>th</sup> October on Insurance Contracts, in the Regulations on extraordinary risk insurance, approved by Royal Decree 300/2004, of 20<sup>th</sup> 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 120 km/h and tornados) and falling astral bodies and meteorites.
- b) Those caused violently as a consequence of terrorism, rebellion, sedition, mutiny and social upheaval.
- c) Events involving or actions by the Armed Forces or the Law Enforcement Agencies in peacetime.

Atmospheric and seismic phenomena, volcanic eruptions and falling astral bodies shall be certified, on request of the Insurance Compensation Consortium, by means of the reports published by the State Meteorology Agency (AEMET), the National Geographic Institute and all other competent public bodies. With regard to political or social events, as well as cases where damage is caused by events involving or actions by the Armed Forces, or the Police or Security Forces at times of peace, the Insurance Compensation Consortium may ask the competent jurisdictional and administrative bodies for information concerning the events in question.

#### **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 deriving from nuclear energy, notwithstanding the provisions of Act 12/2011, of 27 May, on general liability for nuclear damage or damage caused radioactive materials.
- e) The risks caused by natural phenomena other than those stated in section 1.a) above and, in particular, those involving rises in the freatic level, land movements, landslides or subsidence, rockfall and similar phenomena, unless these risks are clearly 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 15<sup>th</sup> July, regulating the freedom of assembly, or during the course of legal strikes, unless said events could be qualified as extraordinary events such as those set out in section 1.b) above.

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.

1. The scope of the cover for extraordinary risks extends to the same people and sums insured as established in the insurance policy for the coverage of the ordinary risks.

2. In Life insurance policies which involve an actuarial mathematical provision, in accordance with the provisions of the contract and in accordance with the regulations on private insurance. The cover provided by the Insurance Compensation 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 above mentioned insurer.

### 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.consorseguros.es](http://www.consorseguros.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. ASSISTANCE

24-Hour permanent personal assistance service that the INSURERS provide to the INSURED.

#### 4.1 Medical, surgical, pharmaceutical or hospitalisation costs

The INSURERS 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 consequence 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 case of theft of the luggage that contains the medicines that the INSURED was using for the treatment of their chronic or pre-existing illness, the INSURER pay, up to a maximum of 150.00 €, the expenses of a first medical visit to obtain the corresponding recipe.

**In any case, dental costs will be limited to € 150. 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 stated 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 continuance of a stay in a hotel

If the INSURED are ill or have suffered an accident and cannot return on the pre-established date, provided that this is in accordance with the INSURERS' medical team, after contacting the doctor attending the INSURED, the INSURERS will pay the costs that were not initially foreseen by the INSURED resulting from the continuance of their stay at the hotel, up to a maximum of 10 days and up to the total limits and limits per day established in the Particular Conditions.

#### 4.3. Repatriation or medical transport of the injured or ill

In the event of an accident or illness suffered 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 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 is 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 that is ill, injured or deceased must be repatriated due to any of the causes foreseen in points 4.3. and 4.4., and the INSURED will be travelling in the company of another insured, the INSURERS will organise and pay for the return journey for these parties to their habitual place of residence.

Likewise, if the INSURED that is ill, injured or deceased were travelling in the sole company of a son or daughter, who is also insured and is less than 15 years of age, or is disabled, the INSURERS will arrange or pay for a guardian to help transport and accompany the son or daughter until they have returned to their habitual place of residence.

#### 4.8 Repatriation or transportation of minors and/or the disabled.

If the repatriated INSURED were less than 15 years of age or disabled, the INSURERS will arrange and pay for a return journey trip for a guardian to help transport and accompany the person to their habitual place of residence.

#### 4.9. Return of the INSURED due to death of a non-INSURED family member

In the event that the INSURED have to cut short their trip, due to the death, at their habitual place of residence, of their spouse or de facto partner, as recorded in an official local, regional or national registry office, or of one of their descendents or ancestors, at the first and second removes (parents, children, grandparents or grandchildren), or of a brother or sister, or brother-in-law or sister-in-law, the INSURERS will pay the costs of transporting the INSURED to the place of burial in Spain and, if applicable, of a return ticket to the place where they were at the time of the death, or two return tickets if there is another companion that is also covered by the insurance. 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.

#### **4.10. Return of the INSURED due to the hospitalisation of a non-INSURED family member**

If the INSURED are forced to cut short their trip due to the hospitalisation of their spouse or de facto partner, as recorded in an official local, regional or national registry office, or of one of their descendents or ancestors, at the first and second removes (parents, children, grandparents or grandchildren), or of a brother or sister, or brother-in-law or sister-in-law, as a consequence of a severe accident or illness that requires a minimum stay of 5 days in the hospital, and this occurrence takes place after the trip has begun, the INSURERS will pay the costs of transporting the INSURED to their habitual place of residence in Spain. Likewise, the INSURERS will pay a second ticket for transporting the person that was accompanying the INSURED that returned early, during their trip, provided that this second person is, in turn, insured under this policy. This cover also apply when the hospitalised holds any of the family relationships stated in the definition for "FAMILY MEMBERS" with the spouse or de facto partner of the INSURED.

#### **4.11 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 for returning 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 work 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, 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 who was forced to return, provided that this second person is also insured under this policy.

#### **4.12 Burial Costs.**

The INSURERS will pay the cost, subject to the presentation of the substantiating documents, up to the limit established in the Particular Conditions, of the preparation, transportation and burial of the deceased INSURED'S remains, to any cemetery or place of incineration in Spain, freely chosen by the family members of the deceased, regardless of the location and cause of the death.

#### **4.13 Urgent conveyance of medication not existing abroad.**

If the INSURED travelling abroad needs to make use of the medical assistance cover, indicated in point 4.1, the INSURERS will find and send the medications required using the fastest means available, if such medications do not exist in the country where the INSURED are receiving medical attention.

#### **4.14. 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.

#### **4.15 Assistance at location and delivery of luggage**

In the event of the loss of luggage, the INSURERS will provide their assistance in ordering and processing the search and location of the luggage and pay for the costs of delivering the luggage to the INSURED'S address.

#### **4.16 Assistance during the trip.**

When the INSURED need to obtain any information regarding the countries that they will visit, such as entry requirements, visas, currencies, economic and political systems, population, language, health situation, etc, the INSURERS will provide the abovementioned general information if requested, through a free telephone call, at reverse charges, to the number stated in this Policy.

#### **4.17 Replacement of the INSURED due to repatriation.**

When an INSURED who was travelling abroad has to be repatriated due to illness, accident or death, the INSURERS will provide the POLICYHOLDER with a transport ticket, for the person that must replace the repatriated INSURED.

Once the INSURED have recovered from their illness or accident, if the POLICYHOLDER requests, the INSURERS will arrange and pay for the transportation, again, of the original INSURED to the place where they were abroad before they had to be repatriated.

#### **4.18 Replacement of the guide or monitor due to repatriation.**

When an insured guide who was travelling abroad has to be repatriated due to illness, accident or death, the INSURERS will provide the school or contractor of the policy a transport ticket, for the guide or monitor that replaces the repatriated Insured, with the limits stated in the Particular Conditions.

#### **4.19 Escort of mortal remains.**

If there is no companion available to transport the deceased INSURED'S mortal remains the INSURERS will provide the person designated by the INSURED'S family members with a return ticket to accompany the body.

If the death occurs abroad, the INSURERS will pay, in addition, the accommodation costs for the family member, or another person, already displaced travelling with the deceased INSURED and appointed by the Insured's family as the companion for the corpse, up to a maximum of three days and up to the total and per day limits, stipulated in the Particular Conditions.

#### **4.20 Interpreting service.**

If, as a result of any of the causes foreseen in the assistance clauses, covered under this policy, the INSURED require the presence of an interpreter, in the first instance, the INSURERS will provide a person who can correctly translate the circumstances to the INSURED, if the INSURED have requested this by telephone, using reverse charges if required, to the number stated in the Particular Conditions of this policy.

#### **4.21 Card cancellation.**

In the event of theft, robbery or loss of bank or non-bank cards issued by institutions in Spain, the Insurers undertake, upon receiving the request from the INSURED, to notify the company issuing the card so that it can be cancelled.

#### **4.22 Loss of visits.**

If as a consequence of a fault or delay in the means of transport, loss of transport connections due to default of the airline or as a consequence of adverse weather conditions atypical for the area and time of year, the Insured loss the previously planned visits, the INSURER will indemnify this loss costs up to the total limits and limits per day established in the Particular Conditions.

### EXCLUSIONS

This cover does not include:

- 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, 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) The practice of the sports activities listed in groups B and C of the DEFINITIONS section.
- e) The practice of the sports activities listed in group 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, sea or 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.
- 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.

Exclusions d) and i) may be deleted, total or partially, from the policy, subject to previous agreement reached with the INSURERS and to the payment of the corresponding additional premium.

### 5. LOSS OF CLASSES

If the purpose of the INSURED'S trip were to take a course:

#### 5.1 Reimbursement for inability to attend class:

If, as a consequence of an illness or accident, the INSURED were to be hospitalised for a period of more than 5 days, the INSURERS will pay an indemnity, from the first day of hospitalisation, for the lost classes, up to a maximum of 10 days and up to the total limits and limits per day established in the Particular Conditions.

#### 5.2 Compensation trip:

If the INSURED have been repatriated to their habitual place of residence, as a consequence of an illness or accident and they still had 25% or more of the course left, the INSURERS will pay for a return ticket to the place where the INSURED were studying, if the INSURED decide to continue with the course, within one year as of the date of repatriation.

### 6. PRIVATE LIABILITY

#### 6.1. Personal Private Liability

The INSURERS will pay, up to the limit stipulated in the Particular Conditions, the indemnities that, in accordance with articles 1.902 to 1.910 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 registry office, 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 sphere of the dependence in question.

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

#### 6.2 Personal Private Liability of the teacher/tutor.

The INSURERS will pay, up to the limit stated in the Particular Conditions, the indemnities that, in accordance with articles 1.902 to 1.910 of the Civil Code or similar regulations established in other countries' legislations, the INSURED would be obliged to pay, in their capacity as a Guide, Teacher, Tutor or Chaperone, in charge of a group of students that they accompany during the trip, as civilly liable for any material damage or personal injuries caused involuntarily to third parties, animals or objects during the trip by the minor students entrusted to their control or supervision.

For these purposes, the following parties will not be considered third parties: 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 registry office, 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 sphere of the dependence in question. The cover includes the payment of court costs and expenses, when they are incurred in defending the INSURED and they are civilly liable for them, 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) Liabilities resulting from the practice of the sports activities listed in group D of the DEFINITIONS section.
- e) The damage to objects entrusted, for any purpose, to the INSURED.

## 7. CANCELLATION

### 7.1 Trip cancellation.

The INSURERS will guarantee, up to the limit established in the Particular Conditions and subject to the exclusions contained in these General Conditions, the reimbursement of the trip cancellation costs 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 cancelled before it is due to begin and due to any of the following causes 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 legal 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.
- 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.

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.

#### 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 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. Arrest by the police for non-criminal reasons.
- 2.8. Imposition of a traffic fine exceeding the sum of € 600.00, provided the infraction is committed and the existence of the fine is learnt of after the trip was reserved.
- 2.9. Withdrawal of driving license, provided the insured's vehicle was to be used during the journey and none of the INSURED'S travel companions is able to take over driving the vehicle.

### 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 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 announce through a public body after the insurance contract was signed and being at the same time of the dates of the trip.
- 3.6. Loss of job by the INSURED'S parents, provided the parents had already paid for the trip.
- 3.7. Renewal of 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 in the INSURED'S place of residence or at the 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 a wedding, provided that the insured trip was the honeymoon trip.

- 5.6. Receiving a trip and/or accommodation similar to that which was contracted, free as a prize from a public draw/lottery, held before a Notary Public.
- 5.7. Receiving an official public grant that impedes continuing with 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 TRIP CANCELLATION COSTS, 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 cancellations of trips resulting from:

- 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) Psychic 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, except in the cases stipulated in points 1.3 and 1.5 of this Cover for Trip Cancellations
- 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.
- g) 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.
- h) Complications in a pregnancy, except in the cases stipulated in points 1.6, 1.7 and 1.8 of this Cover for Trip Cancellations.
- 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.

## 8. INDEMNITY FOR LOST HOLIDAYS

### 8.1 Indemnity for lost holidays

The INSURERS will reimburse the INSURED, up to the maximum sum 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 of the INSURED.
- b) Due to admission to hospital of a non-insured family member, once the trip has begun, that requires hospitalisation of at least 24 hours.
- c) Due to death of the INSURED, during the trip, or of a non-insured family member.
- d) Due to severe damage at the home or professional office of the INSURED, occurring after the trip has begun, caused by: fire that has required the intervention of the fire brigade, explosion, successful theft reported to the police or severe flooding, to the extent that the INSURED'S presence is required.

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 services contracted by the number of days of the trip established in the Particular Conditions of the policy and then multiplying the result by the daily sum, thereby obtaining 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 days of holiday lost 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 sum resulting from dividing the sum insured by the days of holiday.

### 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) Psychic and mental illnesses and depressions not requiring hospitalisation, or that require hospitalisation for less than seven days.
- g) Illnesses or injuries occurring during the execution of 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 exercised 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

### 9. CANCELLATION

#### 9.1 Cancellations Costs

If the trip is cancelled prior to the trip's start date by the organiser due to: war, invasion, acts of foreign enemies, hostilities or war operations (irrespective of whether war has been formally declared or not), civil war, mutiny, coup d'état, insurgency, revolution, usurpation of national power, industrial action, strikes, terrorism, commotion and national unrest, weather conditions or acts of nature with catastrophic consequences (fire, flooding, earthquake, explosion, tsunami, volcanic eruption, landslide, avalanche, hurricane, cyclones or storms, snow) and the INSURED do not accept the alternative trip offered by the organiser, the INSURERS shall reimburse the trip cancellation costs, which must be duly substantiated, up to the limit established in the Policy Schedule.

The Policyholder and the Insurer hereby declare that they are expressly aware that the maximum indemnity for a loss will in no case exceed € 150,000.00, 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:

1. Events or circumstances that are publicly well known or that are learnt of prior to formalising the insurance or contracting the trip.
2. Cases of fraud, misrepresentation or other fraudulent means and/or falsified documents used to justify a claim.
4. All services contracted directly at the trip's destination.
5. Transport on military planes.
6. Trips to destinations for which a travel warning has been publicly issued, prior to the date on which the insurance was contracted, whether by the local authorities of that destination or by the national authorities in the country of origin.
7. The Insured's unilateral decision to not begin the trip due to any cause not described in this guarantee.

### 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 SUCIRSAL EN ESPAÑA (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](mailto: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](mailto: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](http://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](mailto: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

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

**THE POLICYHOLDER**

Entry 1 in the Trade Registry of Madrid,  
dated 27-08- 2015  
Sheet M-602242. Page 123 Vol. 33.458