ASISA **TRAVEL UNLIMITED 60**

General Conditions

GENERAL CONDITIONS ASISA TRAVEL UNLIMITED 60

PRELIMINARY CLAUSE

This contract is governed by Law 50/1980 of 8 October on Insurance Contracts, Law 20/2015 of 14 July on the administration, supervision and solvency of insurance and reinsurance companies, and Royal Decree 1060/2015 of 20 November on the administration, supervision and solvency of insurance and reinsurance companies.

This contract consists of: the Application, the Declaration made by the POLICYHOLDER and/or the INSURED PARTY, the General Conditions, the Particular Conditions, and all Supplements or Annexes attached to the document.

The Directorate-General of Insurance and Pension Funds of the Spanish Ministry of Economic and Business Affairs is responsible for the regulation of all insurance activities carried out by the insurance firm ASISA, ASISTENCIA SANITARIA INTERPROVINCIAL DE SEGUROS, S.A.U.

DEFINITIONS

This contract defines:

ACCIDENT

As bodily harm derived from a violent, sudden and external cause beyond the control of the Insured Party, which may cause permanent, total or partial invalidity, or death.

GRAVE ACCIDENT

All bodily harm resulting from a violent, sudden and external cause beyond the control of the party involved in the accident, occurring after the insurance policy has been signed, which involves the injured party's hospitalisation or BED REST, or the requirement, at the discretion of a medical professional, of continued attention and care by healthcare professionals or qualified persons by **prior medical prescription and within 12 days before the start of the journey.**

AIRLINE

Any flight company that operates regular flights or chartered flights with previously established flight timings, commonly known as Regular and Chartered Airlines.

PET ANIMAL

Any animal meant for companionship or vigilance, which has been registered and identified by a unique number on a badge, tattoo or microchip assigned to it, which is the property of the INSURED PARTY and resides in his/or her residence.

ANNULMENT OF JOURNEY

Annulment of journey means, for the purposes of this policy, the decision taken by the INSURED PARTY to renounce, before the fixed date of departure, the services applied for, or bought.

INSURED PARTY

Every physical person designated as such in the Particular Conditions of the Policy, holders of the interest which is the subject of this policy, and who, except the person who is the POLICYHOLDER, assume the obligations of this contract.

INSURER

The company who assumes the risk defined in the policy.

The INSURER of the current policy is ASISA, ASISTENCIA SANITARIA INTERPROVINCIAL DE SEGUROS S.A.U.", with registered office in Madrid, Calle Juan Ignacio Luca de Tena, nº 12, and CIF (Tax ID Number): A-08169294, registered in the Business Registry of Madrid, in Sheet 38819-1, Volume 4892 general, Book 4055 of Companies, Section 3.

BENEFICIARY

The physical or legal person who, with the prior consent of the INSURED PARTY, is entitled to the compensation.

CANCELLATION OF JOURNEY

Cancellation of journey means, for the purposes of this policy, the decision of the organiser of the journey or any of their providers, before the fixed date of departure, to not provide the services that have been bought, for reasons that the INSURED PARTY cannot be held responsible for.

WAITING PERIOD

Period during which the INSURED PARTY cannot yet benefit from the policy coverage, wherever indicated.

DISASTER

Event whose magnitude and gravity produces large-scale destruction and human misery, leading to a serious change in the normal functioning of things.

CONCURRENT INSURANCE

Circumstance when at least two insurance policies provide identical coverage for the same risk during a period of time, each policy paying proportionally for the loss.

ADVENTURE SPORT

Physical activity carried out in the natural environment, whose goal is to overcome obstacles presented by natural elements such as water, mountains, snow, rocks, etc.

HABITUAL RESIDENCE

For the effects of this Policy, the INSURED PARTY's habitual residence is understood as where they reside for more than 183 days in a year, within the duration of a natural year.

TRAVEL RESIDENCE

For long-term insurance policies, travel residence is understood as the residence of the INSURED PARTY for the duration of their stay, at the end of which they return to their habitual residence.

DISEASE

Any changes in health not due to an accident, diagnosed by a doctor which requires medical attention and whose first symptoms are displayed after the policy was taken out.

CONGENITAL DISEASE

A change in health that is present from birth, either due to hereditary reasons or contracted in utero.

DEGENERATIVE DISEASE

Illness, usually of a chronic nature, where the functioning or the structure of the affected tissues or organs worsens with the passage of time, with the ability to spread from one body part to another.

GRAVE DISEASE

Any change in health not caused by an accident, diagnosed by a medical professional that forces the sick individual to remain in bed and involves the cessation of all professional and personal activities, whose evolution signifies, based on the pathology, that the insured journey cannot be undertaken during the reserved dates.

When the disease affects a person other than the INSURED PARTY, always taking into account that the illness developed after the insurance was bought, it is understood to be grave when hospitalisation or bed rest is medically prescribed, with continued attention and care by healthcare professionals or qualified persons **within 12 days before the start of the journey**.

PREEXISTING OR CHRONIC DISEASE

A disease is considered to be preexisting or chronic when it is a pathology whose symptoms manifested themselves before the Policy was taken out, but a definitive diagnosis was not made.

EPIDEMIC

A disease which spreads at the same time and in the same country or region, affecting a large number of persons.

LUGGAGE

All objects of personal use that the INSURED PARTY takes with them during the journey, as well as those shipped out by any means of transport.

PROFESSIONAL LUGGAGE

All objects and tools of professional use that the INSURED PARTY takes with them in order to carry out their professional activities during the insured journey, including commercial samples.

GOLF EQUIPMENT

Meaning golf bag and golf clubs.

WINTER SPORTS EQUIPMENT

Meaning skis, ski poles, skiing boots, helmet, snowboard, snowboarding boots and ice skates.

EVENT

An event is a claim that affects more than one INSURED PARTY.

OVERSEAS

For the purposes of the Policy guarantees, overseas is understood to be any country other than Spain, or in the case of insured parties not residing in Spain, the country of habitual residence of the INSURED PARTY from which the journey starts.

FAMILY MEMBERS OF THE INSURED PARTY

For the purposes of the insurance policy, we take family members of the INSURED PARTY to mean the spouse, civil partner or person who co-habits as such with the INSURED PARTY on a permanent basis, relatives in a direct line or up to the second degree of collateral line, by blood or affinity.

Any person who co-habits with the INSURED PARTY and can provide proof of co-habitation via an "empadronamiento" (census and city registration) certificate will also be considered family members, for the purposes of this policy.

SKI PASS

A pass that provides access to ski slopes.

DEDUCTIBLE

The quantity, percentage or any other portion agreed upon in the Policy, to be paid by the INSURED PARTY, and deducted from the compensation to be paid out by the INSURER for every claim.

MINIMUM DISTANCE

For guarantees on Assistance to Persons, the policy provides coverage to INSURED PARTIES **starting from the distance in kilometres as indicated in the General/Particular Conditions of the Policy**.

INCURRED EXPENSES

Necessary expenses that are incurred due to an incident covered by the Policy, depending on the concrete specifications of each coverage.

ADMINISTRATIVE EXPENSES

Expenses incurred due to the booking and management process of a journey and/or reservation which are charged to the traveller by the travel agency, irrespective of the price of the journey and/or reservation.

There will be a cap of 10% of the total invoiced amount payable as annulment fees charged by the provider, irrespective of what is actually charged by the travel agency, provided that the service providers have not paid a commission to the travel agency for the sale.

BED REST

The result of a pathological process or a therapeutic measure that forces the person to remain confined to bed or reduces mobility to the point that he or she is unable to fend for themselves.

THEFT

The removal of a person's belongings without their consent, without intimidation or violence to people or using force against things.

UNDERINSURANCE

A situation which arises when the sum of money that the insured object is guaranteed for in the Policy is less than its real value. In such circumstances if a claim is made, the INSURER reserves the right to apply the proportional rule.

PERMANENT INVALIDITY

Permanent invalidity is when the INSURED PARTY loses an organ or the functioning of body parts and/or faculties due to an accident covered by this contract. Permanent invalidity will be certified by a competent official body or in its absence, by a medical certificate which states the date of the accident and provides proof of the permanent incapacity with percentage and/or degree.

OBJECTS OF VALUE

Goods and materials of professional use, jewellery, understood as objects of gold, platinum, pearls or precious stones; legal tender, banknotes, travel tickets, stamp collections, all certificates, identity documents and generally, all documents of value, credit cards, memory tapes and/or disks, documents recorded on magnetic bands or filmed; objects of value understood to be a collection of silver items, paintings, works of art and all art collections, as well as high-end fur items, prostheses, eyeglasses and contact lenses, sports equipment, telephone equipment, electronic and digital equipment, all types of computer equipment and their accessories.

TOUR OPERATORS

Travel agencies that organise regular combined journeys and sell or offer for sale either directly or by means of a retailer.

ORTHOSIS

External apparatus or devices fitted upon the human body to provide support to, or prevent deformations, and modify or improve the structural or functional aspects of mobile body parts.

PANDEMIC

An epidemic that reaches a Level 5 pandemic alert in accordance with WHO specifications, having spread in at least two countries within a WHO region.

POLICY

The contractual document that contains the Regulatory Conditions of the Insurance. It includes the General Conditions, the Particular Conditions that identify the risk and all supplements or annexes that are issued to complete or modify the information.

MEDICAL PRESCRIPTION

Supporting document where a doctor explains to the patient recommendations that must be followed for the treatment of their disease.

PREMIUM

The cost of the insurance, which includes charges and taxes that are stipulated by law at that time.

The amount of the premium may vary depending on the different coverages provided by the Policy and will be laid out in the Particular Conditions.

PROSTHESIS

Artificial element added to the human body in order to replace an organ or an extremity that for one reason or another, is missing.

PROVIDERS

Any tourist service Provider other than those specifically mentioned in this DEFINITIONS section.

ACCOMMODATION PROVIDER

Providers and intermediaries for the booking of accommodation or hostelry services.

TRANSPORT PROVIDERS

Final and intermediary providers for the booking of railway, air, marine or road transport.

TRANSFER PROVIDERS

Final and intermediary providers for the booking of road transport, which expressly includes but is not limited to, cars, taxis, car rental companies and companies specialising in transfers.

EXTERNAL PROVIDER

Provider of one or more components of the journey who has been hired by the Agency and is not present in the list of providers excluded by the INSURER. The Provider must be included in the definitions of the General Conditions with regard to Airlines, Tour Operators, Accommodation, Transfers and/or Transport Providers.

INCOMING

All types of journeys where the destination is Spain, and where the INSURED PARTY's habitual residence is overseas.

In policies for incoming journeys and for the guarantees and compensation limits described therein, the

INSURED PARTY's residence is understood to be their habitual residence in other countries of origin. Therefore, whenever the word "Spain" appears, it is understood that reference is being made to the INSURED PARTY's country of origin, whereas whenever the word "Overseas" appears, it is understood that Spain is included in the concept.

The premiums for Incoming insurance will be calculated based on the continent of origin. If the habitual residence is in Spain, the premium to be charged corresponds to the "Continental Sphere", if the continent of origin is Africa, America, Asia or Oceania, the premium to be charged will correspond to the "World Sphere".

When an INSURED PARTY with habitual residence overseas makes a journey, booked through a local travel agency, to another country, the premium to be charged will be determined by comparing the origin and destination territories, whichever is higher.

In any case, the coverages for INSURED PARTIES who are not residents of Spain will be limited to journeys with a destination other than their country of residence, therefore excluding journeys within their country of residence.

PROPORTIONAL RULE

Formula applied to determine the compensation amount to be paid by the INSURER, in case of a claim, when the existence of underinsurance is detected in the Policy. In this case, the damage must be compensated taking into account the proportion of the value attributed to the insured object in the Policy compared to its real value, at the time of damage.

ROBBERY

The removal of a person's belongings without their consent, with intimidation or violence to people or using force against things.

KIDNAPPING

The action of holding a person against their will, to demand money for their release, for extortion or for other political or social goals, threatening the life or health of the victim.

INSURED SUM

The amount of money determined in each of the guarantees of the policy to be the maximum amount of compensation paid out by the Insurer if a claim is made.

PROFESSIONAL SUBSTITUTE

A person who carries out the work or service functions in the absence of the INSURED PARTY, and whose absence from the work position requires the INSURED PARTY to assume those charges or responsibilities.

PUBLIC TRANSPORT

The collective transport of passengers where, as opposed to private transport, the passengers must adapt to the schedules and routes offered by the operator, and are more or less dependent upon the regulatory intervention of the Government.

POLICYHOLDER

The physical or legal person who, along with the INSURER, is a signatory to the contract, and who is responsible for fulfilling the obligations derived from the contract, excepting those that must be fulfilled by the INSURED PARTY.

JOURNEY

A journey is understood to mean any trip made outside the INSURED PARTY's habitual residence, from

when they leave it until their return at the end of the trip. **Stays made by the INSURED PARTY in their own residence within the coverage period will not be counted as journeys.**

For the purposes of this Policy, the trips made by the INSURED PARTY that are part of their routes to and from work will not be counted as journeys, even if it exceeds the stipulated minimum distance in kilometres.

COMBINED JOURNEY

A combined journey is the prior combination of at least two of the following elements: transportation, accommodation or other tourism services not ancillary to transport or accommodation, constituting a significant part of the combined journey, either sold or offered for sale at an inclusive price, and exceeds 24 hours or includes an overnight stay.

VITAL EMERGENCY

Changes to life or physical integrity which run the risk of causing death, temporary or permanent disability if not attended to immediately.

REGULAR FLIGHT

A flight which adheres to a scheduled route and timing.

CHARTER FLIGHT

A non-scheduled flight by an airline company, which is not part of its usual flight programmes and is not offered by traditional sales channels.

RULES REGULATING THE INSURANCE

1. NATURE OF THE CONTRACT

The guarantees provided by this insurance enter into effect at 00:00 hours (midnight) or at the moment when the INSURED PARTY leaves their habitual residence on the date indicated as the start of the journey and declared by the POLICYHOLDER to the INSURER. And they conclude at 24:00 hours (midnight) of the day indicated as the end of the journey, or when the INSURED PARTY has returned to their habitual residence.

The guarantee on Journey Annulment Expenses does not cover "cancellation fees" of journeys booked before the effective date of the policy, nor cancellation costs that arise before the insurance policy is signed, or before the booking of the trip that is to be cancelled.

The remaining guarantees of the Policy will be effective **only while the INSURED PARTY is on their journey outside the area of their habitual residence and at a distance greater than that laid down in "Minimum Distance".**

Additionally, the guarantees will only enter into force when the corresponding premium has been paid.

In any case, the guarantees of the current contract will take effect only when the contract has been signed in Spain, for journeys originating within the country.

When the insured party has their habitual residence overseas, this insurance contract will only be effective when signed in Spain and the contract coverages will be limited to journeys with destination other than the insured party's country of residence.

The Civil Liability guarantee, for insured parties with habitual residence overseas, is limited to incidents in Spanish territory and for the duration of their stay in Spain.

2. TERRITORIAL VALIDITY

The insurance will be valid within the territorial sphere described in the Particular Conditions, generally considered to be:

LOCAL Sphere: where the origin and destination of the insured journey is within the same country.

CONTINENTAL Sphere: where the origin and destination of the insured journey is within the same geographical continent.

In the case of journeys originating from Europe, the following destinations are also included in the continental sphere: Algiers, Cyprus, Egypt, Israel, Lebanon, Libya, Morocco, Palestine, Syria, Tunisia, Turkey and Jordan, provided they are mentioned in the Particular Conditions of the policy.

WORLD Sphere: where the origin and destination of the insured journey are in different geographical continents.

3. VALIDITY PERIOD

In **short-term** insurances, the maximum coverage period will be that laid down in the PARTICULAR CONDITIONS.

Journeys that last more than 60 consecutive days outside the insured party's habitual residence are not covered by the guarantee.

4. JOURNEYS TO RISK AREAS /WAR ZONES

Claims for personal or material damages produced in areas where the Spanish Ministry of Foreign Affairs has issued a travel warning during the moment of entry of the INSURED PARTY (for example, due to terrorist attacks or natural disaster) **will be excluded from coverage**.

If this warning is issued while the INSURED PARTY is present at the destination, the insurance coverage **will remain effective for a period of 14 days** to be counted from the moment when the warning is issued. The INSURER must be informed during this period and the INSURED PARTY must decide if they wish to leave the area or accept the addition of a supplement to their policy, based on new coverage conditions to be decided by the INSURER.

5. INTERNATIONAL SANCTIONS AND EMBARGOES

The insurance coverage, compensation payment or the providing of a service is guaranteed if and only it does not contravene economic, commercial or financial sanctions or trade embargoes imposed by the European Union or Spain, and are directly applicable to the contracting parties.

This will be equally applicable in the case of economic, commercial or financial sanctions or trade embargoes imposed by the United States of America, if and when it does not enter into conflict with the legislative provisions of the European Union or Spain.

6. PAYMENT OF PREMIUMS

The policyholder is required to pay the sole premium during the signing of the contract. The Particular Conditions of the Policy establish the payment method of the premium, to be made by debit or credit card, except when agreed otherwise.

7. RISK INFORMATION

The POLICYHOLDER of the insurance is required to declare to the INSURER, before signing the contract, all known circumstances that may affect the risk assessment, with regard to the questionnaire they are required to fill out. They are exempt from this requirement if the INSURER does not present them with the questionnaire or when, even if it is presented, there are circumstances that may influence risk assessment but they are not included in it.

The INSURER may rescind the contract within the period of a month, to be counted from the moment when they are made aware of any omission or inexactitude in the declaration made by the POLICYHOLDER.

For the duration of the contract, the Insured Party must communicate to the Insurer, as soon as possible, any change in the factors or circumstances declared in the aforementioned questionnaire that negatively influence the risk assessment and are such that foreknowledge of them when drawing up the contract would have stopped the insurer from finalising the contract or it would have been finalised under less favourable conditions.

Once the increased risk is known, the INSURER can, within the period of one month, propose the modification of the contract or proceed to rescind it.

8. LIMITS

The INSURER will meet the described expenses **within the established limits and until the maximum amount set out in the contract for each case**. Incidents that have the same cause and have been produced in the same period of time will be considered as a single claim.

The INSURER is obliged to pay the compensation except when the damage is considered to have been caused by bad faith on the part of the INSURED PARTY.

In guarantees that involve the payment of an amount of money in cash, the INSURER is obliged to make the payment at the end of the investigations and enquiries required to establish the existence of damage. In any case, the INSURER must pay, within the period of 40 days after receiving the claims declaration, the minimum amount of what may be owed, based on their knowledge of the circumstances If within three months of the claim, the INSURER has unjustly withheld the compensation or for reasons attributable to them, the compensation increases by 20 percent annually.

9. CLAIMS DECLARATION AND MANAGEMENT

Upon the presentation of a claim that may be eligible for compensation based on the coverages **the INSURED PARTY must immediately call the emergency telephone number established by the INSURER** indicating the INSURED PARTY'S name, policy number, location and phone number, and the type of assistance required. This communication may be made via a collect call.

A claim may be refused for bad faith if, the INSURED PARTY has made false declarations, exaggerated the quantity of damages, attempted to destroy or removed objects present before the damage, stolen or hidden away all or some of the insured objects, uses inexact documents as justification or fraudulent means, which will entail the loss of all rights to compensation for the damage.

What to do when you need our help?

a) Call our 24-hour Operations Centre immediately

- From Spain: **91 990 59 40**
- From Overseas: **34 91 990 59 40**

We remind you that to enjoy the benefits of your policy coverage, it is essential that you request them in advance.

b) For greater efficiency and speed, please provide the following details when you call:

- Name of the Insured Party
- Policy Number
- Your location and telephone number

c) "Journey annulment expenses" immediately inform the organiser of the journey, in order to miti-

gate the consequences of said annulment. Inform ASISA about the causes, along with documentary evidence (medical certificates, death certificates, etc.) and any resulting invoices.

d) "Robbery and material damage to luggage": provide us with a detailed description of the damages and lost or stolen objects, along with documentary evidence issued by the relevant authorities (airline companies, police, etc.) and all resulting invoices.

e) In general:

- Ask for, keep and provide us with all documents and invoices that may be pertinent to any of the obtained guarantees.
- Do whatever is possible to mitigate the consequences of the damage employing all means at hand.
- When in doubt, call us. We are here to help you.

10. ADDITIONAL PROVISIONS

The INSURER will not be liable for any services that have not been previously sought or used by prior agreement, except in duly proven cases of force majeure.

When the INSURER is unable to directly provide the required services, they are obliged to reimburse the INSURED PARTY the duly justified expenditure derived from the services in question,within a maximum of 40 days from the submission of the same.

In any case the Insurer reserves the right to ask the Insured Party to provide documentary evidence or reasonable proof in order to carry out the payment for the requested service.

11. SUBROGATION

Except for the guarantee on ACCIDENTS, the INSURER will be automatically subrogated, up to the amounts disbursed in compliance with the services guaranteed by the Policy, to all the rights and actions that may correspond to the INSURED PARTIES or to their heirs, as well as other BENEFICIARIES, against third parties, either physical or legal entities, for the total of the services provided or claims reimbursed.

Under certain circumstances, this right may be exercised by the INSURER against land, water, ocean or air transport companies with regard to the total or partial restitution of the costs of tickets not used by the INSURED PARTIES.

12. LIMITATION PERIOD

All actions derived from this insurance contract will be limited to a term of two years if it is damage insurance and to a term of five years, if it is personal insurance.

13. CORRECTION

If the contents of this policy differ from the insurance proposal or the agreed clauses, the Policyholder has the right to demand that the Company correct the discrepancy within one month from the delivery of the policy. If no claim is made during this period, the contents of the policy will apply.

14. PERSONAL DATA PROTECTION

In compliance with the current legislation on the protection of personal data, and for the fulfilment, control and implementation of the health services guaranteed in the insurance contract, the insured party gives their express consent to the processing of their personal data including health information, by the INSURER, and to the sharing of said information between the INSURER and doctors, health centres, hospitals or other institutions and persons, identified as health service providers in the Medical Directory of the Company or on its website **www.asisa.es**.

The legal basis for the use of your personal data is available in the contract executed between the INSU-

RED PARTY and the INSURER. Additionally, your personal data will be stored for the duration of the contract, and returned or destroyed upon termination except when Spanish or European Union regulations decree its conservation.

In case the provided data belongs to a third party, the provider pledges that they have been authorised by the party to communicate this data to the INSURER within the terms and for the purposes described in this clause.

The INSURER informs you that you can exercise your right to access, rectify, suppress, oppose, as well as limit and transfer your data within the terms established by the current legislation on personal data protection, by communicating in writing to Calle Juan Ignacio Luca de Tena number 12, 28027 Madrid, with the reference "Data Protection", or by email to the following address DPO@grupoasisa.com. In both cases, the INSURED PARTY must provide a photocopy of their National Identity Document along with the communication.

15. COMPLAINTS

Insurance Policyholders, Insured Parties, beneficiaries, injured third parties or their rightful claimants may file complaints internally at the Claims Management Department of ASISA TRAVEL.

Notwithstanding any other applicable jurisdiction, the persons indicated in the previous paragraph have the right to file a complaint at ASISA Group's Customer Service, in accordance with the regulations set out in the ORDER ECO/734/2004. Complaint forms are available at the offices of the Insurance Company. This is a prerequisite for presenting complaints and claims, when applicable, to the Complaints Service/ General Directorate of Insurance and Pension Funds (Article 97 of the Law on the Administration, Supervision and Solvency of Insurance and Reinsurance Companies).

The conflicts that may arise between Policyholders, Insured Parties, beneficiaries, injured third parties or their rightful claimants, and the Insurance Company, will be resolved by the relevant judges and courts. (Article 97 of the Law on the Administration, Supervision and Solvency of Insurance and Reinsurance Companies).

For the purposes of this insurance contract and regardless of the aforementioned jurisdictions, the judge responsible for hearing the actions arising from the contract will be the judge responsible for the Insured Person's residence area. If their residence is abroad then the Insured Person will designate a residence in Spain for this purpose.

GUARANTEES COVERED

The contracted coverages are detailed below, in accordance with the limits stipulated in the Particular Conditions.

The coverages of this contract are not applicable to journeys that last more than 60 consecutive days outside the insured party's habitual residence. They are also not applicable to cruises.

It is expressly agreed that the Insurer's obligations derived from this policy's coverage are at an end once the Insured Party returns to their habitual residence or when he or she is admitted into a health centre located at a maximum of 25 km from the aforementioned residence (15 km in the case of the Balearic and Canary Islands).

When the Insured Party is on board any type of land, marine or air vehicle, the Insurer is not obliged to provide any service; they will be provided once the Insured Party is on firm land.

Countries that are in a state of war or siege, insurgency or violent conflict of any kind or nature,

during the Insured Party's journey or travel, even if they have not been officially declared, and listed countries or those that are included in the Particular Conditions, are excluded from the coverages of this policy.

When an insured party is a habitual resident of Spain and is a Spanish national, the territorial scope of the Personal Liability coverage will consist of the entire world. When the insured party is a habitual resident overseas, or is not a Spanish national, the Civil Liability guarantee will be valid exclusively for damages occurred in Spain.

1) GUARANTEES OF ASSISTANCE

1.1. ASSISTANCE TO PERSONS

1.1.1. MEDICAL AND HEALTH INSURANCE

Within the limits established in the Particular Conditions of the policy, the INSURER,will meet the expenses of the activities of the medical professionals and the health centres required to attend to the Insured Party, when injured or ill, **provided that said activity has been carried out with the compliance of the medical team of the Insurer**.

It expressly includes but is not limited to, the following services:

a) Attention by emergency medical teams.

b) Complementary medical examinations.

c) Hospitalisation, treatment and surgery.

d) Supply of medicines while hospitalised, or reimbursement of medical expenses for injuries or diseases that do not require hospitalisation. **Successive payments for medicines or pharmaceutical costs resulting from any process that has or acquires a chronic nature are not included in this coverage**.

In case of a vital emergency arising as an unforeseeable complication of a chronic, congenital or preexisting disease, the INSURER will only meet **the expenses of urgent primary healthcare within the first 24 hours of admission in the health centre**.

Under no circumstance must the expenses incurred due to this cause be greater than 10% of the insured sum for the Medical and Health Insurance guarantee.

Excepting cases of proven force majeure or in an emergency, **the Insurer will dictate, through its medical team, the choice of the Insured Party's medical centre, depending on the nature of their injury or disease**.

In case of diseases or accidents that fall within the scope of the contracted coverage, where the medical team of the Insurer declares that given the gravity of the Insured Party's case,a **long-term treatment is required**, the INSURER will proceed to transfer the Insured Party to their habitual residence so that said treatment may be provided by normal healthcare means at their place of residence. **If the Insured Party does not accept this transfer, all obligations of the Insurer with regard to the disbursement of services covered by this guarantee will cease to apply**.

The term long-term treatment will apply to all treatments that last more than 60 days from the date of diagnosis.

When the Insured Party is 75 years old or more, the limit of this guarantee overseas will be reduced by 50%.

1.1.2. URGENT DENTAL EXPENSES

The INSURER will meet the expenses,until the maximum amount set out in the Particular Condition-

sand for the duration of the purchased insurance, the INSURED PARTY'S treatment costs, for pain relief from a tooth or gum infection that occurs during the journey and requires urgent treatment to reduce the pain.

1.1.3. URGENT DENTAL EXPENSES DUE TO ACCIDENT

The INSURER will meet the expenses, **until the maximum amount set out in the Particular Conditions** and for the duration of the purchased insurance, of the emergency services provided by a dentist/orthodontist to the INSURED PARTY with regard to treatment of their teeth occasioned from an accidental blow to the mouth that occurs during the journey and requires urgent treatment to reduce the pain.

It is expressly established that the following are excluded:

- Broken or chipped teeth, fillings/amalgams that are loosened or lost while eating, chewing or biting will not be considered under any circumstance, to be an accident or the result of an accident under the terms of this policy.

- Dental crowns and orthodontics

1.1.4. REPATRIATION OR MEDICAL TRANSPORT OF INJURED OR ILL PERSONS

In case of a disease or accident to the INSURED PARTY which prevents the continuation of their journey, according to a medical professional, the INSURER will cover:

a) The costs of transfer by ambulance to the nearest clinic or hospital.

b) The monitoring by the Medical Team, who will be in contact with the attending physician of the injured or ill INSURED PARTY, in order to determine the most convenient means to provide the best treatment, and the best way to transfer to a more suitable hospital or to their residence.

c) The costs of transferring the ill or injured individual to the recommended hospital or to their residence, by the most suitable means possible.

The medium of transport to be used in each case will be decided by the INSURER'S Medical Team depending on the urgency and gravity of the case.

The use of a specially equipped medical aircraft is exclusive to Europe and always depends on the criteria of the INSURER'S Medical Team.

If the INSURED PARTY is admitted to a hospital not located near their habitual residence, the INSURER will be responsible, at a due time, for the subsequent transfer to the same.

When selecting the means of transport and the hospital where the INSURED PARTY is to be admitted, only medical considerations will be taken into account.

If the INSURED PARTY refuses to be transferred at the moment and under the conditions determined by the medical service of the INSURER, all guarantees and expenses will be automatically suspended as a result of this decision.

If the habitual residence of the Insured Party is not in Spain, he or she will be repatriated to the place of commencement of their journey in Spain.

The INSURER will subrogate to the rights of the INSURED PARTIES for the tickets and all return expenses originally intended.

1.1.5. REPATRIATION OR TRANSPORT OF COMPANIONS

When one of the INSURED PARTIES has been repatriated or transferred under the application of the guarantee "REPATRIATION OR MEDICAL TRANSPORT OF INJURED OR ILL PERSONS" due to disease or accident, the INSURER will meet the transport expenses of a companion, so that he or she may accom-

pany the INSURED PARTY to their habitual residence, or to the place of hospitalisation. If there are minors or dependants, they will also be repatriated.

If the habitual residence of the Insured Party is not in Spain, he or she will be repatriated to the place of commencement of their journey in Spain.

The INSURER will subrogate to the rights of the INSURED PARTIES for the tickets and all return expenses originally intended.

1.1.6. REPATRIATION OR TRANSPORT OF YOUNG CHILDREN OR DEPENDENT PERSONS

If the INSURED PARTY repatriated or transferred under the application of the guarantee "MEDICAL REPATRIATION OR TRANSPORT OF INJURED OR ILL PERSONS" is travelling solely in the company of children or dependent persons, or in the company of children less than fifteen years old, the INSURER will organise and meet the expenses of a return journey of an attendant or a person designated by the INSURED PARTY to accompany the children or the dependent persons on their return journey to their habitual residence.

If the habitual residence of the Insured Party is not in Spain, he or she will be repatriated to the place of commencement of their journey in Spain.

The INSURER will subrogate to the rights of the INSURED PARTIES for the tickets and all return expenses originally intended.

1.1.7. REPATRIATION OR TRANSPORT OF THE DECEASED INSURED PARTY

In case of the death of an INSURED PARTY, the INSURER will organise and meet the expenses of transferring the body to the place of burial in their habitual residence. These expenses include the post-mortem costs of embalming in accordance with legal requirements.

Burial and funeral expenses are not included.

The INSURER will also meet the expenses of the return home of the INSURED family members of the deceased so that they may accompany the mortal remains to the place of burial in their habitual residence.

If the habitual residence of the Insured Party is not in Spain, he or she will be repatriated to the place of commencement of their journey in Spain.

The INSURER will subrogate to the rights of the INSURED PARTIES for the tickets and expenses originally intended for the return to their habitual residence.

1.1.8. PREMATURE RETURN DUE TO A FAMILY MEMBER'S DEATH

If any of the INSURED PARTIES have to interrupt their journey due to a family member's death, as defined in this policy, the INSURER will meet the transportation expenses, by flight (tourist class) or by train (1st class) from their current location to the place of burial.

Additionally, the INSURER will also meet the expenses of a second ticket for the person accompanying the INSURED PARTY who is returning prematurely, provided this second person is also insured by this Policy..

The INSURER will subrogate to the rights of the INSURED PARTIES for the tickets and all return expenses originally intended.

1.1.9. PREMATURE RETURN DUE TO A FAMILY MEMBER'S HOSPITALISATION

If any of the INSURED PARTIES have to interrupt their journey due to a family member's hospitalisation, as defined in this policy, as a result of an accident or grave disease that requires their hospitalisation for a period greater than 5 days and occurring after the date of commencement of the journey, the INSURER will meet the transportation expenses, from their current location to their habitual residence.

Additionally, the INSURER will also meet the expenses of a second ticket for the person accompanying the INSURED PARTY who is returning prematurely, provided this second person is also insured by this policy.

The INSURER will subrogate to the rights of the INSURED PARTIES for the tickets and all return expenses originally intended.

1.1.10. PREMATURE RETURN FOR GRAVE DAMAGE TO THE INSURED PARTY'S RESIDENCE OR PROFESSIONAL PREMISES

The INSURER will provide the INSURED PARTY with a transport ticket back to their habitual residence, in case the latter is obliged to interrupt the journey due to grave damages to their habitual residence or to the INSURED PARTY'S professional premises, provided they are the direct operator or undertake a profession within the same; caused by fire, where the fire department was called, due to a robbery reported to the police authorities, or serious flooding, making their presence indispensable when these situations cannot be resolved by DIRECT FAMILY MEMBERS or persons of trust, **provided the event occurred after the date of commencement of the journey**.

Additionally, the INSURER will also meet the expenses of a second ticket for the person accompanying the INSURED PARTY who is returning prematurely, provided this second person is also insured by this policy.

In order to receive this guarantee, the INSURED PARTY must provide the INSURER with the necessary certificates or documents of the incident that led to the interruption of the journey (original report of the fire department, police complaint, report of insurance company or similar documentation).

The INSURER will subrogate to the rights of the INSURED PARTIES for the tickets and all return expenses originally intended.

1.1.11 EXTENDED STAY IN HOTEL DUE TO MEDICAL PRESCRIPTION

If the injured or ill INSURED PARTY is unable to return to their habitual residence due to medical prescription, but admission to a medical centre or hospital is not required, the INSURER will meet the hotel expenses caused by the extended stay **until the daily limit and for the maximum period of time indicated in the Particular Conditions of the Policy**.

1.1.12. TRANSPORTATION OF A PERSON IN CASE OF HOSPITALISATION OF THE INSURED PARTY

If the injured or ill INSURED PARTY's condition **requires their hospitalisation for a period exceeding 5 days** the INSURER will provide a return flight ticket (tourist class) or a return rail ticket (1st class) for a family member or a person designated by him or her, who can accompany them, provided there is no first degree relative by their side.

If the INSURED PARTY is an unaccompanied minor, the travel expenses of a family member will be covered from the moment when it becomes apparent that a minimum hospitalisation of one night is required.

The INSURER will also reimburse, upon the submission of the corresponding invoices, the accommodation expenses of the companion until the daily limit and for the maximum period of time stipulated in the Particular Conditions of the Policy.

1.1.13. OPENING AND REPAIR OF SAFES AND SAFE DEPOSIT BOXES

When the INSURED PARTY is charged by the hotel where he or she is accommodated, for the costs incurred in the opening or repair of the hotel safe and/or safe deposit box used by the INSURED PARTY and which he or she was unable to open, the INSURER will meet these expenses upon the submission of supporting documents, **until the maximum amount set out in the Particular Conditions**.

1.1.14. SENDING URGENT MESSAGES

The INSURER will transmit urgent messages given to them by the INSURED PARTIES, as a consequence of the damages covered by these guarantees.

Telephone bills and other similar expenses due to urgent messages transmitted by the INSURED PARTIES by other means than the INSURER, are excluded from the coverages of this policy.

1.1.15. SENDING MEDICINES OVERSEAS

If the INSURED PARTY, when overseas, requires a medicine that cannot be obtained in the location where they find themselves, the INSURER will be responsible for tracing and sending the medicine by the fastest means possible and in accordance with local laws.

The INSURED PARTY must reimburse the cost of the medicine to the INSURER, upon receipt of the corresponding invoice.

Cases where the medicine is no longer manufactured, or it is no longer available via normal channels of distribution, as well as cases where another medicine with the same active ingredient is available in the country where the INSURED PARTY finds themselves, as well as medicines that do not require a medical prescription, are excluded.

1.1.16. INTERPRETING SERVICES OVERSEAS

If the INSURED PARTY requires the services of a interpreter in an emergency intervention for any of the guarantees covered under the Particular Conditions of the Policy, the INSURER will undertake to provide a person who can give a correct translation of the circumstances and situations in which the INSURED PARTY finds themselves.

1.1.17. ADVANCING FUNDS OVERSEAS

If the INSURED PARTY is unable to obtain funds through initially anticipated means, such as traveller's cheques, credit cards, bank transfer or other similar means, and it becomes impossible for him or her to continue their journey, the INSURER will undertake to advance a sum of money, upon receipt of a guarantee of repayment of the advance, **until the maximum amount set out in the Particular Conditions of the Policy**.

In any case, the amount must be repaid within a maximum of thirty days.

1.1.18. CANCELLATION OF CARDS

In case of robbery, theft or loss of bank cards or other cards issued by companies in Spain, the INSURER, upon the request of the INSURED PARTY, undertakes to apply for cancellation of the cards **always on the condition that the INSURED PARTY provides all the information required by the card issuing company to complete the process**.

The INSURED PARTY must personally facilitate the following details: National Identification Document (DNI), card type and issuing company.

In any case, a copy of the report filed with the relevant authorities must be provided to the INSURER.

If the Company in question does not consider an application by a third party to be valid, the INSURER will communicate this fact to the INSURED PARTY, and inform them of the steps to be taken.

1.1.19. LOSS OF KEYS OF MAIN DWELLING

If the keys to the INSURED PARTY's habitual house are lost or stolen during the journey covered by this policy and requires the services of a locksmith to enter their dwelling upon their return from said journey, the INSURER will meet the incurred expenses upon prior presentation of the invoice until the maximum amount set out in the Particular Conditions of the Policy.

1.2. LEGAL AID

1.2.1. ADVANCE PAYMENT OF BAIL AMOUNT REQUIRED OVERSEAS

If the INSURED PARTY is under trial or imprisoned as a result of a traffic accident overseas, the INSURER will advance him or her a sum of money equal to the bail amount set by the corresponding authorities, **until the maximum amount set out in the Particular Conditions of the Policy**.

The INSURER reserves the right to ask the INSURED PARTY for a guarantee of repayment of the advance.

In any case, the advance amount must be repaid to the INSURER within a maximum of 30 days.

1.2.2. PAYMENT OF LEGAL AID EXPENSES OVERSEAS

Under the service "ADVANCE PAYMENT OF BAIL AMOUNT REQUIRED OVERSEAS", the INSURER will pay, **until the maximum amount set out in the Particular Conditions of the policy**,

the sum of money required to pay lawyers' and court representatives' fees arising from legal aid necessitated by a traffic accident.

If this service is covered by the Insurance Policy of the vehicle, it will be responsible for paying the advance under the same conditions as stipulated in the service "ADVANCE PAYMENT OF BAIL AMOUNT REQUIRED OVERSEAS".

EXCLUSIONS APPLICABLE TO THE GUARANTEES OF ASSISTANCE

ASSISTANCE TO PERSONS

This guarantee does not cover:

a) Guarantees and services that have not been sought of the INSURER and that have not been used with their prior agreement, except in duly proven cases of force majeure or material impossibility.

b) Damages caused by fraud of the INSURED PARTY, the POLICYHOLDER, the BENEFICIARIES or the persons travelling with the INSURED PARTY.

c) Claims due to war, demonstrations and popular movements, terrorist activities and sabotage, strikes, arrests by any authority for crimes unrelated to traffic accidents, restrictions on free movement or any other case of force majeure, unless the INSURED PARTY can prove that there is no relation to these incidents.

d) Injuries or diseases derived from the Insured Party's participation in bets, competitions or sports contests, and the practice of sporting and/or adventure activities.

e) Claims due to radiation provoked by nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.

f) Rescue operations from mountains, seas or deserts.

g) With the exception of those indicated in the guarantees of assistance in the General Conditions, incidents, illnesses and chronic, preexisting or congenital diseases, as well as their consequences suffered by the INSURED PARTY before the policy entered into effect.

h) Diseases and accidents resulting from the practice of a manual profession or one which requires intensive physical effort.

i) Suicide or diseases or injuries that are self-inflicted by the insured party.

j) Treatments or diseases or pathological conditions produced by the ingestion or administration of toxic substances (drugs), alcohol, narcotics or due to the use of medicines that have not been medically prescribed.

k) Expenses of any type of prosthesis and orthosis.

l) Childbirths

m) Pregnancies and childbirths, except in the case of unforeseeable complications in the first 24 weeks of gestation.

n) Periodical medical checkups, preventative or paediatric.

ñ) Any medical or pharmaceutical expenses incurred as a result of fraud by the INSURED PARTY or due to abandoning treatment which causes deterioration in health.

o) The INSURER will not pay for medical or pharmaceutical costs under €9.00.

p) Medical expenses derived from journeys booked or undertaken against medical advice.

q) If the INSURED PARTY makes the journey to receive medical treatment and the damage is related to the same.

LEGAL AID

This guarantee does not cover:

a) Events deliberately caused by the INSURED PARTY, understood as those where damages are provoked consciously and voluntarily by the INSURED PARTY, or when it is shown to be highly likely and is accepted for the case in which it is produced (eventual fraud).

b) Claims or defence against claims which may be filed amongst themselves by the insured parties of the Policy.

c) Defence and claims in damages produced by the ingestion of alcohol, psychotropic substances, hallucinogens, drugs, intoxicants and any other substance with similar characteristics or effects.

d) Defence and claims in conflicts that originate in or are related to immovable items possessed by the INSURED PARTY as property, leasehold or with right to use, as well as those that arise with regard to urban planning and expropriation.

2) LUGGAGE GUARANTEES

2.1. MATERIAL LOSSES

The INSURER will meet the expenses **until the maximum amount set out in the Particular Conditions of the Policy**, of reimbursement for material damages and losses to the INSURED PARTY's luggage and personal effects, which may occur during the journey, as a consequence of:

-Robbery, understood for the purposes of this guarantee as the removal by means of violence or intimidation to persons, or using force against things. **In case of Robbery, the damages will be covered until the maximum sub-limit established in the Particular Conditions**.

- Flaws or damages directly caused by fire or robbery.
- Flaws or definitive, total or partial loss caused by the carrier.

Cameras, photography accessories, radiotelephony, sound and image recording equipment, along with all accessories, are covered up to 50% of the sum insured on the whole of the luggage.

This reimbursement will **always be supplementary to that received from the transport company, and of a secondary nature**, upon the presentation of proof of having received the corresponding indemnity from the carrier company, along with a detailed list of the luggage and its estimated value.

This reimbursement will be determined based on the replacement value on the day of the damage, after deducting depreciation for wear and tear.

To provide this service in case of robbery, a report must be filed previously with the relevant authorities.

The INSURER undertakes to reimburse, until the maximum amount set out in the Particular Conditions of the Policy, the reasonable contents of the luggage, using the nature and motivation of the journey as evaluation criteria, as well as the size and weight of the contents with regard to the piece of luggage being transported.

The limit per object can, under no circumstance, exceed €200.

External damages to or deterioration of the luggage will be reimbursed until a maximum of 20% with regard to the sum insured for Material Losses.

The INSURER reserves the right to ask the INSURED PARTY to provide documentary evidence or reasonable proof in order to carry out the payment for the requested service.

2.2. DELAY IN LUGGAGE DELIVERY

The INSURER will meet the expenses, **until the maximum amount set out in the Particular Conditions of the Policy, and upon prior submission of the corresponding invoices**, of purchasing essential articles due to a delay in the delivery of checked-in luggage by the transport company during the outbound journey.

The delay in delivery must exceed 12 hours, or a night must have elapsed before it is delivered. If the delay occurs on the homeward journey, it will only be covered by the guarantee if luggage delivery is delayed for more than 48 hours, to be counted from the moment of arrival.

Under no circumstance can this reimbursement be combined with reimbursement under the MATERIAL LOSSES guarantee.

To avail of this guarantee, the INSURED PARTY must provide the INSURER documentary proof with specific information on the delay and its duration, issued by the carrier company.

2.3. SHIPPING OBJECTS FORGOTTEN OR STOLEN DURING THE JOURNEY

The INSURER will meet the expenses of shipping the objects stolen and later recovered, or simply forgotten by the INSURED PARTY, **until the maximum amount set out in the Particular Conditions, provided the maximum weight of the total packet does not exceed 10 kilograms**.

The INSURED PARTY will be responsible for tracking and organising the shipping of the aforementioned objects.

2.4. SEARCH, TRACKING AND SHIPPING OF LOST LUGGAGE

Should the INSURED PARTY suffer a delay or loss of their luggage, the INSURER will assist in its search and tracking, providing assistance in filing the relevant complaint. If the luggage is tracked, the INSURER will meet the expenses of shipping it to the INSURED PARTY, provided the latter's presence is not required for the recovery.

The INSURED PARTY will be responsible for tracking and organising the shipping of the aforementioned objects.

2.5. ADMINISTRATIVE EXPENSES FOR LOSS OF TRAVEL DOCUMENTS

The INSURED PARTY will be covered for administrative expenses and costs of obtaining the lost documents, when duly justified, as well as transport to and from the place of issue if replacements are made, with regard to the loss, theft or robbery of credit cards, bank cheques, traveller's cheques, travel and fuel vouchers, transport tickets, passports and visas, that occur during the journey and stays, **until the maximum amount set out in the Particular Conditions. The service does not cover, and therefore, does not indemnify, the damages derived from the loss, theft or robbery of the aforementioned objects, or their improper use, by third parties**.

EXCLUSIONS APPLICABLE TO THE GUARANTEES ON LUGGAGES This guarantee does not cover:

a) **Goods and materials of professional use.**

b) **Jewellery (understood as objects of gold, platinum, pearls or precious stones); legal tender, bank-notes, travel tickets, stamps collections, all certificates, identity documents and generally, all documents of value, credit cards, memory tapes and/or disks, documents recorded on magnetic bands or filmed; objects of value understood to be a collection of silver items, paintings, works of art and all art collections, as well as high-end fur items, prostheses, eyeglasses and contact lenses, sports equipment, telephone equipment, electronic and digital equipment, all types of computer equipment and their accessories, EXCEPT those expressly included in the coverage ROBBERY AND MATERIAL DAMAGE TO LUGGAGE of Article 2.1.**

c) **Sports material.**

d) **Theft, understood as the removal of a person's belongings without their consent, without intimidation or violence to people or using force against things.**

e) **Damages due to normal or natural wear and tear, inherent defect and inadequate or insufficient packaging, even when they are the fault of the carrier, as well as those produced by the slow action of the weather elements.**

f) **Losses resulting from the simple misplacement or overlooking of an object not handed over to a carrier.**

g) **Robbery due to camping or parking of caravans in open camping sites, all objects of value being completely excluded from coverage in any type of camping area.**

h) **Robbery of luggage or personal objects stored in vehicles or camping tents.**

i) **Damages, losses or theft due to personal effects and objects having been left without due vigilance in a public place or in a space meant for the use of multiple occupants.**

j) **Any breakage of luggage not caused by the reasons covered by the service.**

k) **Damages dealt directly or indirectly by war, civil or military strife, popular rebellions, strikes, earthquakes and radioactivity or any other case of force majeure.**

l) **Damages caused intentionally by the INSURED PARTY or due to their serious negligence, and those caused by the leakage of liquids stored within the luggage.**

m) **All motor vehicles, as well as their complements and accessories.**

3) GUARANTEES OF ANNULMENT AND INTERRUPTION OF JOURNEY

3.1. JOURNEY ANNULMENT EXPENSES

The INSURER guarantees to reimburse, **until the maximum limit set out by the Particular Conditions** the expenses derived from the INSURED PARTY's annulment of the journey and invoiced to them as a result of the application of the general sales conditions of any service provider of the journey, **provided the journey is annulled, before its start, for any of the causes affecting the INSURED PARTY and which are listed below, occurring after the insurance policy has been signed, and which prevents them from travelling on the fixed dates**.

The ADMINISTRATIVE COSTS are understood to be included in this guarantee, with due justification, the annulment costs (should there be any), as well as any penalties applied in accordance with the law or the conditions of the journey.

1. For health reasons

1.1) Grave disease, grave accident or death:

- Of the INSURED PARTY, their spouse, forebears or descendants up to the degree of consanguinity, affinity or laterality set out in the General Conditions of the policy.
- Of a companion of the INSURED PARTY, included in the same reservation and also insured.
- Of the INSURED PARTY's professional substitute, always and when it is compulsory for the INSURED PARTY to assume their charge or responsibility.
- Of the person in charge, for the duration of the journey and/or stay, of the custody of children who are minors or have disabilities. **For this guarantee to be valid, the name and surnames of said person must be provided when subscribing to the insurance policy**.

When the disease or accident affects one of the aforementioned persons, other than the INSURED PARTY, they will be considered grave if **after the insurance policy has been signed**, they require hospitalisation or bed rest, and a medical professional determines the need for continued attention and care by health professionals or qualified persons **within 12 days before the start of the journey**.

The INSURED PARTY must immediately inform the INSURER of the claim on the date when it occurs.

The INSURER reserves the right to carry out a medical visit to the INSURED PARTY, companion, professional substitute or the person in charge, to evaluate whether the cause is sufficient to make the journey impossible. If the disease does not require hospitalisation, the INSURED PARTY must report in the claim **immediately, the incident which caused the annulment of the journey**.

1.2) Unexpected call for surgical operation, as well as medical tests prior to the operation, **provided he or she was already on the waiting list both when booking the journey and signing the insurance policy**.

- Of the INSURED PARTY, their spouse, forebears or descendants up to the degree of consanguinity, affinity or laterality set out in the General Conditions of the policy.
- Of the companion of the INSURED PARTY, included in the same reservation and also insured.
- Of the INSURED PARTY's professional substitute, always and when it is compulsory for the INSURED PARTY to assume their charge or responsibility.
- Of the person in charge, or the duration of the journey and/or stay, of the custody of children who are minors or have disabilities. For this guarantee to be valid, the name and surnames of said person must be provided when subscribing to the insurance policy.

1.3) Bed rest or hospitalisation determined by a medical professional owing to grave complications in pregnancy or miscarriage of the FEMALE INSURED PARTY. **It does not include childbirths and complications in pregnancies from the seventh month of gestation onwards**.

2. For legal causes

2.1) Summons to form part or be a member of a jury or a witness in a Court of Law.

2.2) Participation in official examinations called by a public association after the insurance policy was signed.

2.3) Summons to serve at a polling station.

2.4) Call, after the reservation has been booked, to file a parallel income tax declaration, **when the amount to be settled exceeds €600**.

2.5) Refusal of visa application, for unjustified reasons. **The refusal of visa applications is not covered by**

this guarantee when it is due to the INSURED PARTY not having carried out the relevant tasks within the time schedule and in the manner prescribed for its concession.

2.6) The detention of the INSURED PARTY by police for reasons which do not constitute a criminal offence.

2.7) The delivery of a child for adoption or fostering purposes.

Previous procedures or journeys for formalising the adoption or fostering of a child are excluded.

2.8) Official summons of the INSURED PARTY for divorce proceedings. **Summons for proceedings to be carried out with the INSURED PARTY's lawyer are excluded.**

3. For work purposes

3.1) Job layoff of the INSURED PARTY, for non-disciplinary causes, **provided there had been no verbal or written communication at the time of signing the insurance contract**.

3.2) The INSURED PARTY secures a new job position, in a different firm, provided a work contract has been signed and the position was secured after subscribing to the insurance, without knowledge of this circumstance at the time of making the reservation. This coverage is also valid if the position was secured after a situation of unemployment.

3.3) The forced relocation of the workplace **for a period greater than 3 months**.

4. For extraordinary causes

4.1) Acts of piracy on land, water or air, which makes it impossible for the INSURED PARTY to begin or continue their journey. **This does not include terrorist acts**.

4.2) Official declaration of the INSURED PARTY's place of residence as a disaster area, or the destination of the journey. It also covers the official declaration of disaster area for transit zones to the destination, provided they are the only access route to the destination.

4.3) Call to urgently and without exception enlist in the Armed Forces, the Police or the Fire Department.

5. Other causes

5.1) Theft of documentation required to undertake the journey, produced on dates or in such circumstances that make it impossible to apply for or reissue them again at short notice, and preventing the journey for the INSURED PARTY.

5.2) Obtaining a journey and/or stay similar to the booked one, for free, in a public lottery and in the presence of a Notary Public.

5.3) Awarding of official scholarships or grants that prevent going on the journey.

5.4) Annulment of the persons who are to accompany the INSURED PARTY, **for a maximum of two persons**, who have reservations booked for the same trip and are insured under the same policy, provided the annulment is due to any of the causes covered under this guarantee, and therefore, the INSURED PARTY is forced to travel alone. **Children under 18 years of age are not counted as companions if they are alone during the journey or accompanied by only one adult**.

3.2. INTERRUPTION OF JOURNEY

The INSURER will reimburse the INSURED PARTY, or their beneficiary, in case of death, **until the maximum limit set out in the Particular Conditions** and upon the production of documentary evidence, the service costs of the journey, which were booked before its start and have not been used as a consequence of the unexpected termination of the journey for any of the following causes:

a) Accident or disease of the INSURED PARTY.

b) Hospitalisation of an uninsured family member for the duration of at least 24 hours, once the journey has started.

c) Death of the INSURED PARTY or an uninsured family member, during the journey.

d) Grave damages due to fire, robbery, explosions or other similar events that may befall the main or secondary dwelling of the INSURED PARTY, or the professional premises where they undertake a profession or manage a company, which makes their presence necessary.

The compensation will be calculated based on the prices of the ground services that have not been used by the INSURED PARTY, and from the day following the repatriation or the early return organised by the INSURER, provided the INSURED PARTY has not been able to recover the costs from the journey provider. **Onward and homebound tickets are excluded**.

For the purposes of this guarantee, ground services are taken to mean stays in hotels or apartments, excursions on land or any other service provided on land (hotel refreshments, bus, limousine, etc.) booked before departure of the journey. Lost journey days will be counted from the day following the early return or medical repatriation organised by the INSURER which interrupted the journey. In cases of hospitalisation of the INSURED PARTY, lost journey days will be counted from the day following the hospital admission, which concluded in a medical repatriation organised by the INSURER.

SPECIFIC EXCLUSIONS TO THE GUARANTEE OF ANNULMENT AND INTERRUPTION OF JOURNEY. This guarantee does not cover:

a) Aesthetic treatments, cures, or side-effects of airtravel caused by a diagnosis that does not make it impossible to use the booked mode of transport, the lack or secondary effects of vaccines, the impossibility of continuing the recommended preventive medical treatment in certain destinations, the voluntary termination of pregnancies and alcoholism, use of drugs and intoxicants, except when prescribed by a doctor and ingested as medically indicated.

b) Psychological, mental, nervous disorders or depression without hospitalisation, or which require a hospitalisation of less than seven days.

c) Chronic, preexisting or congenital diseases of travellers who have suffered imbalances or complications within 30 days before taking out the policy, irrespective of their age.

d) Chronic, preexisting, congenital or degenerative diseases of family members, as described in the Particular Conditions, who are not insured and suffer changes in their medical condition that does not require emergency medical attention at a medical centre, or hospitalisation, after taking out the policy.

e) Participation in bets, competitions, duels, crimes, fights, except in cases of legitimate defence.

f) Epidemics, pandemics, medical quarantine and pollution, in the country of origin as well as the destination, or in transit countries.

g) Declared or undeclared war, rebellions, popular movements, terrorist activities, all effects of a radioactive source, as well as the conscious disregard of official prohibitions.

h) Not submitting for any reason whatsoever, the documents essential for all journeys such as passport, visa, tickets, vaccination record or certificates, EXCEPT when the documentation required to make the journey has been stolen, on dates or in such circumstances that make it impossible to apply for or reissue them again in time, covered under JOURNEY ANNULMENT EXPENSES.

i) Fraudulent acts, such as intentional self-harm, suicide or attempt to suicide.

j) Circumstances arising directly or indirectly from nuclear incidents, nuclear radiation, natural di-

sasters (EXCEPT an official declaration of disaster area at the INSURED PARTY's place of residence or at the destination of the journey, included in the ANNULMENT EXPENSES), acts of war, disturbances or terrorist activities.

k) Additional expenses or charges derived from errors or omissions while booking the journey or when obtaining visas and passports.

l) The absence of the INSURED PARTY on the scheduled day and hour of commencement of the first service booked within the journey ("No show").

4) GUARANTEES ON DELAYED JOURNEY AND LOSS OF SERVICES

4.1. EXPENSES CAUSED BY THE DELAYED DEPARTURE OF THE MEANS OF TRANSPORT

In case of a delayed departure of the means of transport selected by the INSURED PARTY, lasting at least **6 hours from the scheduled time of departure** the INSURER will reimburse the INSURED PARTY, **until the sum of money and up to the time limit set out in the Particular Conditions** the additional costs of hotel, refreshments and transportation incurred during the waiting period.

In any case, it is essential to provide all relevant documents and invoices as evidence of the delay and incurred expenses.

Reimbursements due to delays produced by non-scheduled flights are excluded from this service.

4.2. EXPENSES CAUSED BY THE LOSS OF CONNECTIONS OF THE MEANS OF TRANSPORT

If the means of transport selected by the INSURED PARTYis delayed by at least 4 hours due to technical errors, adverse weather or natural disasters, government actions or the forceful actions of other persons, or any case of force majeure; and this delay prevents the agreed and anticipated subsequent connection with the next means of public transport as established in the ticket, the INSURER will meet the expenses **until the limit established in the Particular Conditions** upon presentation of applicable documents and invoices, the duly justified board and lodging costs incurred during the wait.

In flights, reimbursements due to delays produced by non-scheduled flights are excluded from this service.

4.3. DISASTER COVERAGE

If the INSURED PARTY is unable to lodge in the accommodation booked during their vacations or their journey due to fires, floods, earthquakes, storms, lightning strikes, explosions, hurricanes or epidemics of contagious diseases; **the INSURER** will meet the expenses, **until the maximum amount set out in the Particular Conditions of the Policy** providing them with similar accommodation so they may continue to enjoy their vacation.

In case of claim, a report issued by the relevant public authorities confirming its cause, nature and duration must be submitted.

EXCLUSIONS APPLICABLE TO THE GUARANTEES ON DELAYS AND LOSS OF SERVICES This guarantee does not cover:

a) The guarantees and services that have not been sought of the INSURER and that have not been used with their prior agreement, except in duly proven cases of force majeure or material impossibility.

b) The damages caused by fraud of the INSURED PARTY, the POLICYHOLDER, the BENEFICIARIES or the persons travelling with the INSURED PARTY.

c) Damages due to war, demonstrations and popular movements, terrorist activities and sabotage, strikes, arrests by any authority for crimes unrelated to traffic accidents, restrictions on free move-

ment or any other case of force majeure, unless the INSURED PARTY can prove that the damage is in no way related to these incidents.

d) Damages caused from radiation provoked by nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.

e) Restaurant and hotel expenses except those covered by the policy.

f) Social conflicts.

5. ACCIDENT GUARANTEES

Complementary insurance for personal accidents

24 hour Personal Accident Insurance

The Insurer guarantees, **until the maximum amount stated in the Particular Conditions of the policy, and subject to the exclusions indicated in the General Conditions** to pay the corresponding claims in case of death or permanent invalidity**, resulting from the accidents that may befall the Insured Party during journeys and stays outside the habitual residence, that are covered by the travel insurance which is complemented by this accident insurance.**

Persons older than 70 years are excluded from this coverage, minors up to 14 years of age are insured only for a maximum of 3000 euros intended for funeral expenses and for the risk of permanent invalidity until the sum stated in the Particular Conditions.

The limits of compensation shall be set:

a) In case of death:

When death, either immediate or within the period of one year from the accident, is proved to have resulted from an accident whose effects are covered by the policy, the Insurer will pay the amount established in the Particular Conditions.

If after the payment of compensation for permanent invalidity, the Insured Party's death were to occur as the result of the same accident, the Insurer will pay the difference between the payout for invalidity and the sum insured for death, should said sum be greater.

b) In case of permanent invalidity:

The Insurer will pay the complete amount if the invalidity is complete or, an amount proportional to the degree of invalidity when it is partial.

The respective degrees of invalidity are set out in the following table:

b.1 Loss or inability to use both arms or both hands, or an arm and a leg, or a hand and a foot, or both legs, or both feet, complete loss of vision, complete paralysis or any other injury that renders the individual unable to perform any work 100%

b.2 Loss or complete absence of functionality:

- Of an arm or a hand 60%
- Of a leg or a foot 50%
- Complete loss of hearing 40%
- Of movement in the thumb or index finger 40%
- Loss of sight in one eye 30%
- Loss of the thumb of one hand 20%

- Loss of the index finger of one hand 15%
- Loss of hearing in an ear 10%
- Loss of any other finger 5%

In cases that have not been mentioned above, such as partial losses, the degree of invalidity will be determined based on its gravity in comparison to the listed invalidities. **Under no circumstance can it exceed total permanent invalidity**.

The degree of invalidity must be determined definitively within a year of the date of the accident.

The professional situation of the Insured Party will not be taken into account when evaluating the effective invalidity of an affected limb or organ.

If the Insured Party had physical defects prior to the Accident, the invalidity caused by said accident cannot be classified higher than if the victim had been a normal person from the viewpoint of bodily integrity.

The absolute functional and permanent impotence of a limb is equivalent to its complete loss. Exclusions:

This guarantee does not cover:

a) Bodily harm caused in an altered mental state, paralysis, apoplexy, diabetes, alcoholism, drug addiction, spinal cord diseases, syphilis, AIDS, encephalitis and in general any injury or disease that reduces the physical or mental capacity of the Insured Party.

b) Bodily harm caused by criminal acts, provocations, fights, -except in cases of legitimate defence- and duels, negligence, bets or any risky or dangerous venture, and accidents due to war, even when undeclared, civil disturbances, earthquakes, floods and volcanic eruptions.

c) Diseases, hernias, lumbagos, intestinal obstruction, complications from varicose veins, poisoning or infections, that are not directly and exclusively caused by an injury included in the insurance guarantees.

d) The results of surgical operations or unnecessary treatments to cure accidents and those that are related to the care of one's person.

e) Practising the following sports: speed or endurance contests, aeronautical ascents and journeys, mountaineering, caving, horseback hunting, polo, wrestling or boxing, rugby, underwater fishing, parachuting, and any sport or activity with high levels of risk.

f) The use of two-wheeler vehicles with a cylinder capacity exceeding 75 cc.

g) Executing a professional activity, provided it is not commercial, artistic or intellectual.

h) Anyone who intentionally provokes the damage is ineligible for the benefits of the guarantees covered by this policy.

i) Situations that exacerbate an accident occurred before the policy was signed.

Aggregate

The maximum compensation payable by this policy and for a single claim must not exceed 1,200,000 euros.

Claims payment:

a) The Insurer is obliged to make the payment once the investigations and enquiries required to establish the existence of the claim and the amount of money to be paid out, have been completed. In any case, the INSURER must pay, within the period of forty days after receiving the claims declaration, the minimum amount of what may be owed, based on their knowledge of the circumstances.

b) If within three months of the claim, the Insurer has not repaired the damage or paid the amount of money in compensation, for unjustified reasons or for reasons attributable to them, the compensation will increase by the legal interest rate plus an additional 50% of said interest rate.

c) In order to obtain the payment in case of death or permanent invalidity, the Insured Party or Beneficiaries must provide the Insurer with the following documents, as applicable:

c.1. Death:

- Death certificate.
- Certificate of the General Register of Wills.
- Will, should there be one.
- Evidence of executorship if the will nominates beneficiaries of the insurance policy.
- Documentary evidence of the identities of the beneficiaries and the executor.
- If the beneficiaries are the legal inheritors, the relevant Court Record of Declaration of Heirs must also be provided.
- Letter of exemption from or payment of Death Duties as applicable, duly issued by the relevant Administrative Body.

c.2. Permanent Invalidity:

- Signed declaration of the competent official body, or in its absence, medical certificate of incapacity detailing the type of invalidity, resulting from an accident.

Challenges to the evaluation of the degree of invalidity:

If the parties arrive at an agreement on the sum of money and the form of compensation, the Insurer must pay the agreed amount. **In case of challenges, the provisions of the Law of Insurance Contracts will apply.**

Indemnity clause of the Insurance Compensation Consortium on losses derived from extraordinary incidents in the insurance of persons.

In accordance with the Legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004 of 29 October, the policyholder of an insurance contract which includes a compulsory surcharge to the aforementioned public entity, is able to come to an agreement on the coverage of extraordinary risks with any insurance company that satisfies the conditions set by current legislation.

The compensation of claims that are the result of extraordinary incidents occurring in Spain or overseas, when the insured party has their habitual residence in Spain, will be paid by the Insurance Compensation Consortium when the policyholder has paid the corresponding surcharges, when any of the following situations is applicable:

a) The extraordinary risk covered by the Insurance Compensation Consortium is not included in the insurance policy taken out from the insurance company.

b) Even when included in said insurance policy, the obligations of the insurance company could not be fulfilled due to being legally declared bankrupt, liquidated or taken over by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will adjust its actions based on the provisions of the aforementioned Legal Statute of Law 50/1980 of 8 October on Insurance Contracts, within the Regulations on Extraordinary Risk Insurance, approved by Royal Decree 300/2004 of 20 February, and in the complementary dispositions.

Overview of the legal provisions.

1. Covered extraordinary incidents.

a) The following natural phenomena: earthquakes and tsunamis; extraordinary floods including those produced by storm surges, volcanic eruptions, atypical cyclonic storms (including wind forces of **more than 120 km/h** and tornadoes) and falling astral bodies and meteorites.

b) Violent incidents occurring as a result of terrorism, rebellions, sedition, mutiny and popular revolts.

c) Incidents and actions of the Armed Forces or Security Forces and Corps in peacetime.

Atmospheric and seismic phenomena, volcanic eruptions and falling meteorites will be certified, upon the request of the Insurance Compensation Consortium, through reports issued by the State Meteorological Agency of Spain (AEMET), the National Geographical Institute and other relevant public organisations. In cases of political or social incidents, as well as in case of damages produced by incidents or actions of the Armed Forces or the Security Forces and Corps in peacetime, the Insurance Compensation Consortium can compile information regarding occurred phenomena from the relevant legal and administrative bodies.

2. Excluded Risks

a) Risks that are not eligible for compensation according to the Law of Insurance Contracts.

b) Risks in persons covered by an insurance contract other than those that apply an obligatory surcharge payable to the Insurance Compensation Consortium.

c) Risks produced by armed conflicts, even if an official declaration of war has not been made.

d) Risks produced by nuclear energy, without prejudice to the stipulations of Law 12/2011 of 27 May on civil liability for nuclear damage or damage produced by radioactive materials.

e) Risks produced by natural phenomena other than those mentioned in the previous Section 1.a) and especially those produced by rising groundwater levels; slope movements, landslides or land subsidence; falling rocks and similar phenomena, unless manifestly caused by the action of rainwater which in turn has produced a flash flood in the region, and both have occurred at the same time.

f) Risks caused by tumultuous actions produced in the course of meetings or demonstrations held in accordance with the provisions of Organic Law 9/1983 of 15 July which regulates the right of assembly, as well as the holding of legal strikes, unless these actions may be classified as extraordinary incidents included in the list mentioned in the previous Section 1.b).

g) Those caused by bad faith on the part of the insured party.

h) Those corresponding to damages produced before the payment of the first premium, or when, in accordance with the provisions of the Law of Insurance Contracts, the coverage of the Insurance Compensation Consortium is suspended or the insurance has lapsed due to non-payment of premiums.

i) Damages that are classified by the National Government as «disasters or national calamities» due to their magnitude and gravity.

3. Coverage Extension

The coverage of the extraordinary risks will extend to the same persons and for the same insured sums as established in the insurance policies with coverage for ordinary risks.

In life insurance policies where, as established by the provisions of the contract, and in accordance with the regulations on private insurance, mathematical provisions are generated, the coverage of the Insurance Compensation Consortium will refer to the capital at risk for each insured party, that is to say,

the difference between the insured sum and the mathematical provision calculated by the insurance company. The amount corresponding to the mathematical provision will be met by the aforementioned insurance company.

Communication of damages to the Insurance Compensation Consortium

1. The claims application for damages that are covered by the Insurance Compensation Consortium will be made by the policyholder, the insured party or the beneficiary of the policy, or the person acting on their behalf, or by the insurance company or insurance intermediary responsible for managing the insurance.

2. Communications regarding damages and the access of information regarding procedures and claims status can be made:

- By telephone call to the Information Helpline Centre of the Insurance Compensation Consortium (952 367 042 or 902 222 665).
- Through the website of the Insurance Compensation Consortium (www.consorseguros.es).

3. Damage assessment: The assessment of the damages that can be claimed with regard to the insurance legislation and the contents of the insurance policy will be made by the Insurance Compensation Consortium, without being bound to assessments that may be made, when applicable, by the insurance company providing cover for ordinary risks.

4. Payment of compensation: The Insurance Compensation Consortium will pay the compensation to the insurance beneficiary by bank transfer.

6. CIVIL LIABILITY GUARANTEES

Complementary civil liability insurance

Section 1. Personal liability

The Insurer will meet the expenses, **until the maximum amount set out in the Particular Conditions** of monetary claims that, **do not constitute personal penalties or are in addition to civil liability**, and may be demanded of the Insured Party in accordance with Articles 1902 to 1910 of the Civil Code, or other similar provisions laid out in overseas law, when held civilly liable for involuntary bodily or material harm to persons, animals or things and **produced during the journey covered by the travel insurance which is complemented by this civil liability insurance**.

This limit includes the payment of legal costs and expenses, and includes bail money of the Insured Party.

Exclusions:

This guarantee does not cover:

a) Any kind of Liability incurred by the Insured Party in driving motor vehicles, aircraft and ships, as well as due to the use of firearms.

b) Civil Liability incurred due to professional, union, political or association activities.

c) Fines or penalties imposed by Courts or authorities of any kind.

d) Liability derived from practising professional sports and those that belong to the following types, although at a nonprofessional level: mountaineering, boxing, bobsleighing, caving, judo, parachuting, hang gliding, freeflying, polo, rugby, shooting, yachting, martial arts and motor vehicle sports.

e) Damages to objects entrusted, by any token or means, to the Insured Party.

Obligations of the insured party:

In case of Civil Liability claims, the Policyholder, the Insured Party or their rightful claimants, must not agree to negotiate or refuse any claim without the express authorisation of the Insurer.

Claims payment:

a) The Insurer is obliged to make the payment once the investigations and enquiries required to establish the existence of the claim and the amount of money to be paid out, have been completed. In any case, the INSURER must pay, within the period of 40 days after receiving the claims declaration, the minimum amount of what may be owed, based on their knowledge of the circumstances.

b) If within three months of the claim, the Insurer has not repaired the damage or paid the amount of money in compensation, for unjustified reasons or for reasons attributable to them, the compensation will increase by the legal interest rate plus an additional 50% of said interest rate.