

Travel Assistance Insurance

Special Conditions of the Travel Assistance Contract



The maximum limits of the coverage expressed in "Insurance Coverage" of the General Conditions, are:

A) MEDICAL ASSISTANCE AND TRAVEL ASSISTANCE
(Including COVID-19 disease)

COVERAGE		MAXIMUM LIMITS IN €
1	Medical, pharmaceutical or hospitalization expenses	
	in the trip	€ 5.000.000
	Abroad, resulting from a preexisting or chronic illness, life-threatening emergency, and stabilization	€ 100.000
2	Emergency dental expenses abroad	€ 300
3	Optical expenses in case of accident	€ 300
4	Medical transfer or medical repatriation	Unlimited (Medical aircraft in Europe and Mediterranean shores).
5	Transfer or repatriation of mortal remains	Unlimited
6	Return of minors and disabled individuals	Unlimited
7	Travel expenses of a companion	Unlimited
8	Lodging and living expenses of the companion of the hospitalized insured person	€ 200 day / 20 days máx.
9	Extension of visa expenses	Included
10	Extension of the insured's stay	200 € day / 20 days máx.
11	Extension of the companion's stay	200 € day / 20 days máx.
12	Early return of the insured due to the death of a family member	Unlimited
13	Early return of the insured due to hospitalization of a family member	Unlimited
14	Early return of the insured due to a requirement to join the armed forces, police, or firefighters	Unlimited
15	Early return due to serious damage to the residence or business premises of the insured person	Unlimited
16	Early return due to declaration of state of alarm or border closure notice	Unlimited
17	Interpreter service abroad	Included
18	Sending of medications abroad	Unlimited
19	Transmission of urgent messages	Included
20	Loss of keys	Included
21	Search and rescue expenses	€ 2.000

B) TRAVEL AND FLIGHT INCIDENTS

COVERAGE		MAXIMUM LIMITS IN €
22	Tracing of lost baggage or personal objects	Included
23	Loss, damage or theft of baggage	€ 2.500
24	Delay in the delivery of baggage registered in public transport	Over 24 hours: € 400
25	Shipping of forgotten items during the trip	€ 150
26	Loss or theft of personal documents abroad	€ 250
27	Delay of the means of transportation	+ 6 hours: € 500
28	Delay of the means of transportation due to overbooking	Alternative transportation expenses: €360 Accommodation change expenses: €600
29	Refund of services contracted due to flight cancellation	€ 1.000
30	Delayed return home trip	€ 500
31	Re-routing costs due to flight cancellation	€ 500
32	Loss of connections	+ 3 hours: € 800
33	Expenses for extended hotel stay due to force majeure	€ 150 day / 7 days máx.
34	Extension of insurance coverage validity for 4 days due to forced trip extension	Included / 4 days máx.

C) PRIVATE CIVIL LIABILITY COVERAGE

COVERAGE		MAXIMUM LIMITS IN €
35	Private Civil Liability	€ 60.000 maximum per policy and year of € 600.000 (with deductibles of € 60 and € 200 in the USA)
36	Civil liability of the guide/instructor	€ 60.000 maximum per policy and year of € 600.000 (with deductibles of € 60 and € 200 in the USA)
37	Advance of funds in case of loss or theft of credit cards	€ 10.000
38	Legal assistance outside the country of residence and/or nationality	Included

D) CANCELLATION EXPENSES (OPTIONAL)

COVERAGE		MAXIMUM LIMITS IN €
39	Cancellation expenses (Optional coverage)	Spain: € 5.000 Europe: € 10.000 (*with the option to extend coverage, in increments, up to a maximum of €15,000) World: € 10.000 (*with the option to extend coverage, in increments, up to a maximum of €30,000)
40	Vacation reimbursement (Optional coverage)	Spain: € 5.000 Europe: € 10.000 (*with the option to extend coverage, in increments, up to a maximum of €15,000) World: € 10.000 (*with the option to extend coverage, in increments, up to a maximum of €30,000)

A) ACCIDENTS

COVERAGE		MAXIMUM LIMITS IN €
41	Death or permanent disability because of accident	€ 60.000

1. Detailed information on data protection

Who is the data controller of your personal data?

The data controller of your personal data is

IRIS GLOBAL Soluciones de Protección Seguros y Reaseguros S.A.U., with registered office at **Julián Camarillo 36, 28037 Madrid (Spain)**, and with Spanish tax identification code (CIF, as per the Spanish acronym) **A78562246** (hereinafter, **IRIS GLOBAL**).

IRIS GLOBAL has formally appointed a **Data Protection Officer**, in addition to setting up the following communication channel: Dpo.Spain@irisglobal.es

How do we obtain your personal data?

Your personal data may be obtained from different sources:

- Data provided by you in the insurance application or for the formalisation of the contractual relationship.
- Data resulting from the management, maintenance, and development of the contractual relationship itself.
- Data resulting from the processing of losses arising from the insurance contract.
- Data obtained from sources available to the public or from public registers.
- Data obtained from records on loss rates.
- Data obtained from fraud records.

Data obtained from external sources (e.g. IRIS GLOBAL's providers, third-party databases, social networks, etc.).

IRIS Global hereby informs you that, in case of obtaining your data from external sources, it will be processed exclusively for the purposes described in these Particular Conditions, this document serving as sufficient information regarding the processing we do with your data, and the conditions of such processing. Unless expressly requested by you, no other informative document with these clauses will be sent to you under said circumstances.

Types of personal data

While the contractual relationship is in force, IRIS GLOBAL may process the following personal data:

- Identification and contact data (e.g. name and surnames, Spanish tax identification no./Spanish foreign resident number (NIF/NIE, as per the Spanish acronyms), postal and e-mail addresses, telephone numbers, etc.).
- Data relating to your personal characteristics (e.g. age, date of birth, marital status, etc.), as well as data relating to your social and family circumstances (kinship with other insured parties or beneficiaries of this policy, if you act as the legal representative of any of them, or if any of them acts as your legal representative, etc.).
- Data relating to your employment and/or academic situation (e.g. if you are employed or unemployed, your current employment situation, etc.).
- Data concerning your socio-economic and economic situation (e.g. your bank account or your bank card number).

INSURANCE ENTITY:

We also inform you that IRIS GLOBAL may process personal data of other persons covered by the policy, only if necessary, for the management of the purposes of the insurance contract. In the event that you have provided personal data of third parties, we remind you that, by formalising the insurance application, you guarantee that you have obtained the consent of these persons to the processing of personal data carried out by IRIS GLOBAL in relation to the execution and development of the insurance contract (in the case of minors, you should have obtained the consent of their legal representatives if you are not one of them), and that you have informed these persons of their rights and of the purposes of the processing of their data.

Finally, and most importantly, we inform you that, for the execution of the policy, it may be necessary to process your **health data** or data concerning any medical services or healthcare that have been received in relation to the processing of a loss or, where appropriate, data necessary for the assessment of the risk. We would like to remind you that IRIS GLOBAL will only process this category of personal data for the purposes of the execution of the insurance contract and, exclusively, in the event that IRIS GLOBAL is legitimised to do so.

For what purposes do we process your personal data?

IRIS GLOBAL will process your personal data for the following purposes:

- To manage the insurance contract and to maintain, develop, and control the contractual relationship.
- To comply with legal obligations that are applicable to IRIS GLOBAL.
- To perform assessment and monitoring activities in relation to your profile as an insured party and to the risk associated to the policy, applying, where appropriate, scoring and segmentation techniques (risk assessment, analysis, and pricing).

- To detect any fraudulent use of data when establishing contractual or pre-contractual relationships (fraud detection).
- To prevent and/or detect money laundering and/or terrorist financing activities.
- To manage activities that allow for the assessment of your asset solvency or creditworthiness.
- To send you, by postal, telephone, or electronic means (e-mail, SMS, and other electronic means of communication), advertising or promotional information that may be of interest to you about products and/or services marketed by IRIS GLOBAL. This includes information sent based on the profile created for you using internal and external data, as detailed in these Particular Conditions, and only if you consent to it.
- To send you, by postal, telephone, or electronic means (e-mail, SMS, and other electronic means of communication), advertising or promotional information that may be of interest to you, related to third parties with which IRIS GLOBAL reaches collaboration agreements, such as insurance entities; credit institutions; assistance entities; and entities managing nursing homes, administrative activities and ancillary services, education, health activities and social services, and health, only if you consent to it.
- To send you, by postal, telephone, or electronic means (e-mail, SMS, and other electronic means of communication), advertising or promotional information that may be of interest to you e.g. about events and news of general interest, greeting messages on your birthday, etc. only if you consent to it.
- To carry out evaluations of customer profiles (including yours) and to apply segmentation techniques using internal data owned by IRIS GLOBAL and external data (e.g. from third-party databases) in order to introduce improvements in the communications we make and to offer you products and services adapted to your needs, even after the contractual relationship has ended and only if you consent to it.
- To retain your data once the contractual relationship has expired so that IRIS GLOBAL can create specific profiles in relation to the products and services it markets and send you, by postal, telephone, or electronic means (e-mail, SMS, and other electronic means of communication), advertising or promotional information about said products and services marketed by IRIS GLOBAL, only if you consent to it.

What is the legitimate basis of IRIS GLOBAL for the processing of your data?

The legitimate basis for the processing of your data is the **development and execution of the contractual relationship** formalised between you and IRIS GLOBAL, as well as the **compliance with the legal obligations** that are applicable to IRIS GLOBAL.

Another element which constitutes a legally legitimate basis is the **legitimate interest** of IRIS GLOBAL in the processing for purposes such as the assessment, analysis, and pricing of risks; the prevention of fraud; or the prevention and/or detection of money laundering and/or terrorist financing activities. We also invoke this condition for the processing of health data for the purpose of damage assessment, the settlement of claims, risk assessment, and, where appropriate, any other activities arising from the management and processing of the insurance contract.

The fulfilment of a mission carried out in the **public interest** or in the exercise of public powers conferred on the data controller, for instance, for the prevention of fraud or for collaboration with law enforcement authorities, is also considered as a legitimate basis for processing.

Additionally, we request your **consent** to different processing purposes, such as for the performance of commercial and/or advertising actions or communications that may be of interest to you, either about the products or services that we offer, or about products and/or services of third parties with which IRIS GLOBAL reaches collaboration agreements. Likewise, we ask for consent to be able to carry out customer profile evaluations and to apply segmentation techniques with internal and/or external data, in order to introduce improvements in the communications we make and to offer products and services adapted to your needs, even after the relationship has ended.

To which recipients will your personal data be communicated?

The personal data processed by IRIS GLOBAL to achieve the purposes detailed above and in accordance with the aforementioned conditions of lawfulness could be communicated to different recipients, especially with the aim of ensuring the proper development of the contractual relationship with our customers and thus providing you with the appropriate service in each case. In this sense, in addition to having to provide personal data by law in the event of an official request from a public body, it is necessary for us to work with a network of national and international providers and partners in order to achieve our objectives. Therefore, it is necessary for us to communicate personal data to various partners and, in order to ensure that this is a legitimate communication, we request your consent and communicate it – where necessary – to the following recipients:

- To collaborating entities, public or private, that intervene in the management of the insurance contract (reinsurance or co-insurance entities or entities intervening in the management of the policy, providers), which may be national entities, European community entities, or international entities located in third countries, as in the case of having to provide travel assistance abroad, for example.
- To companies in the same group or intra-group of insurance entities for the fulfilment of supervisory obligations.
- To public bodies and administrations, in compliance with legal obligations or for the management of the services of the insurance contract or that are requested.
- To possible third parties interested in the processing and management of losses derived from the execution and development of the insurance contract (interested parties, injured parties, beneficiaries, etc.), provided that the communication of data is strictly necessary.

We would like to point out that your personal data will only be communicated to third parties when it is strictly necessary to achieve the purposes described above, taking into consideration compliance with the principles of lawfulness, fairness, and transparency, data minimisation, purpose limitation, and integrity and confidentiality.

How long is your data retained?

Personal data will be retained for the duration of the contract and, thereafter, taking into account the legal periods applicable in each specific case, the type of data, and the purpose of the processing.

You may request more information on the data retention periods at: proteccion.datos@irisglobal.es

What are your rights regarding our processing of your data?

We inform you that you have the right to access your personal data and to obtain confirmation on how such data is being processed. Likewise, you have the right to request the rectification of inaccurate data or, where appropriate, to request its erasure when, among other reasons, the data is no longer necessary for the purposes for which it was collected.

We remind you that you have the right to object, at any time, to the processing of your data for advertising or promotional purposes.

In certain circumstances, you may request the restriction of the processing of your data, in which case we will only keep it for the exercise or defence of possible claims.

In certain circumstances, you may also object to the processing of your personal data for the purposes stated, without affecting the lawfulness of the processing based on prior consent. In this case, IRIS GLOBAL will cease processing your personal data, unless there are legitimate reasons, or to guarantee the exercise or defence of possible claims.

Finally, you may exercise the right to portability and to obtain, for yourself or for another service provider, certain information arising from the contractual relationship entered into with our entities.

You may exercise these rights by the following means:

- Letter addressed to:

IRIS GLOBAL Soluciones de Protección Seguros y Reaseguros S.A.U., located at Julián Camarillo 36, 28037, Madrid (Spain).

- E-mail addressed to: proteccion.datos@irisglobal.es.

In both cases, proof of identity of the person exercising their rights must be provided by sending a copy of their Spanish national ID card (DNI, as per the Spanish acronym), NIE, passport, or equivalent document, on both sides.

We will respond to their request within a maximum period of one month from receipt of the same. This period may be extended by two months if necessary, taking into account the complexity and number of requests.

We also inform you that you may withdraw your consent at any time, where consent has been given for a specific purpose, without affecting the lawfulness of the processing based on the consent prior to its withdrawal.

Lastly, you also have the right to lodge a complaint with the Spanish Data Protection Agency, the competent data protection supervisory authority. However, you may first lodge a complaint with the Data Protection Officer, who will resolve the complaint within a maximum period of two months.

CONSENT TO PERSONAL DATA PROCESSING

1. Data processing in order to provide you with the requested service in the event of a loss, even if data is transferred to our providers, only when necessary. (Answer YES or NO)
2. Sending of advertising or promotional information about products and services marketed by IRIS GLOBAL based on the creation of your profile. This processing may continue even after the contractual relationship binding you to IRIS GLOBAL expires. (Answer YES or NO)
3. Sending of advertising or promotional information about products and services marketed by third parties with which IRIS GLOBAL reaches collaboration agreements. (Answer YES or NO)
4. Sending of advertising and promotional information about events and news, as well as greeting messages (birthdays, Christmas, etc.). (Answer YES or NO)

In order to obtain any of the services provided for in the Insurance Contract, the Insured Party shall call the 24-hour Central Help Desk for Insured Parties on the following numbers: 91 572 43 43 (if the Insured Party is calling from Spain) or +34 91 572 43 43 (if the Insured Person is abroad).

The Person taking out the Insurance Policy acknowledges having received, prior to signing the Contract, all the information relating to the legislation applicable to it, the address of the Insurer for the purposes of lodging claims against it, and the nationality and registered office of the Insurer, and they expressly undertake to notify the Insured Party of said information.

The Person taking out the Insurance Policy accepts the Particular Conditions above and expressly acknowledges any modification or limitation of the guarantees set out in the General Conditions, a copy of which is hereby granted to them, which they sign.

Date:

THE CONTRACTING PARTY

THE INSURANCE PROVIDER



Sergio Real Campos



Iris
GLOBAL



Iris Global Soluciones de Protección Seguros y Reaseguros, S.A.U.

www.irisglobal.es

IRISGLOBAL



Travel Assistance Insurance for Individuals

General Conditions of the Travel Assistance Contract for Individuals

INSURANCE ENTITY: IRIS GLOBAL Soluciones de Protección Seguros y Reaseguros S.A.U.

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1. Preliminary clause

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

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

1.1. Information provided by the Insurance Contracting Party in the Insurance Application and/or information attached to the latter, is the basis of the terms and conditions of the insurance, including calculation of its price, and the essential reason for which the insurance provider enters into this contract. If there is any withholding or inexactness of information at the time the latter is provided, the balance of contract would be violated.

1.2. The Insurance Contracting Party must inform the insurance provider of the nature and circumstances of any risk and report any circumstance known by the Contracting Party that might affect the assessment of such. This obligation precedes the signing of the contract, thus as stated in the questionnaire provided to the Contracting Party by the insurance provider, the former must declare any and all circumstances that could affect the assessment of the risk, to the insurance provider.

1.3. This insurance shall be formalized once the contract or provisional letter of coverage is duly signed by the contracting parties and shall take effect upon the date and time stipulated in the Particular Conditions.

1.4. Should the contents of the contract differ from the Insurance proposal or the agreed clauses, the contracting party shall be entitled to demand within the one month period from the delivery of the contract, the Insurance Contracting Party may demand that any existent discrepancy be corrected. Once said period transpires, should no such demand be made, the provisions of the Insurance shall prevail.

2. Definitions

The following definitions shall apply to this contract:

ACCIDENT

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

INSURANCE PROVIDER

IRIS GLOBAL Soluciones de Protección Seguros y Reaseguros S.A.U. the insurance provider that assumes the contractually agreed risk, subject to Spanish Law and having its registered office in Spain.

INSURED PERSON

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

HOSPITAL FACILITY

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

CONTRACTING PARTY

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

QUARANTINE

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

COVERED SPORTS

The covered activities are as follows: Ranch activities (bullfighting), children's entertainment, Banana and beach games in general, basketball, handball, motorized boats (with driver), canyoning (with official guide), mountain biking, boogie cars, diving (depth allowed by the insured's certification) and underwater activities, bus bob, camps, canoes (local guides), catamarans, cycling, horse-drawn carriages, canyoning, boat descent, light boats, horseback riding, rock climbing (on walls), river skiing, soccer, fly surfing, outboard boats (with driver), hot air ballooning and captive ballooning, golf, sports gymkhana, hydrobob, hydro-pedals, hydrospeed, ice karting, kayaks, motorboats (with driver), mountaineering (up to 6000 m), four-wheel motorcycles (up to 125cc), jet skis, snowmobiling, mushing, sailing, flora and fauna observation, orienteering and survival, paintball, paragliding, skating, ice skating, canoeing, American obstacle course, suspension bridge, quads, rafting, rappelling, snowshoeing, climbing walls, hiking, water skiing, snorkeling, surfing, and windsurfing, nature workshops, tennis, clay pigeon shooting, archery, crossbow shooting, blowgun shooting, dog sledding, ziplining, trekking, Artouste train, sledding or similar, equestrian tourism, ultralight aircraft (with pilot), sailboats, powered flight, watervolley.

ADDRESS OF THE INSURED PERSON

The address of the policyholder is their residence in Spain, except in the case of insurance policies taken out for trips with Spain as the destination, where the policyholder resides abroad, or for citizens of third countries traveling abroad.

For the purposes of the benefits provided in the coverage and the limits of compensation described in each of them, the policyholder's address is considered to be their habitual residence in their different countries of origin. Therefore, whenever the word "Spain" appears, it shall be understood to refer to the policyholder's country of origin, and whenever the word "foreign" appears, it shall refer to all other countries except the policyholder's country of residence.

WILFUL MISCONDUCT

Intention to cause damage, injury or artifice, to a greater or lesser degree.

PUBLIC HEALTH EMERGENCY OF INTERNATIONAL MAGNITUDE

A serious and unexpected event with an international spread that requires international or national health authorities to take measures to restrict travel and/or trade.

ILLNESS

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

CONGENITAL ILLNESS

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

SERIOUS ILLNESS

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

PRE-TRAVEL ILLNESS/PRE-EXISTING ILLNESS

Any illness, disease or injury previously diagnosed or treated medically or purely symptomatic, initiated or contracted prior to the start date of the trip.

TERMINAL ILLNESS

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

BAGGAGE

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

STABILIZATION OF THE PATIENT

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

EVENT

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

FAMILY MEMBERS

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

DATE OF THE EVENT

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

SKI PASS

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

DEDUCTIBLE AMOUNT

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

FORCE MAJEURE

Force majeure refers to circumstances beyond the control of the party invoking it, which are abnormal and unforeseeable, and whose consequences could not have been avoided even with due diligence. Force majeure events include: war, invasion, acts of foreign enemies, hostilities or military operations (whether war is declared or not), civil war, rebellion, coup d'état, insurrection, revolution, usurpation of national power, industrial action, strikes, terrorism, riots and national unrest, bankruptcy of a travel supplier involved in the specific trip, epidemics or pandemics, declaration of a state of emergency in the country of origin or destination that prevents the trip due to restrictions on the movement of people, closure of international borders between the country of origin and destination, adverse weather conditions, or acts of nature with catastrophic consequences: fires, floods, earthquakes, explosions, tsunamis, volcanic eruptions, landslides, avalanches, hurricanes, cyclones, storms, snow, or similar events.

INSURABLE GROUP

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

HOSPITALIZATION

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

PETTY THEFT

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

ABSOLUTE PERMANENT INCAPACITY

Situation whereby the Insured person is permanently and irreversibly incapacitated to carry out any profession.

ORGANIZER

The organizer is defined as the provider of tourist services with whom the insured has booked the trip, such as hotel chains, airlines, tour operators, etc.

ORTHOTICS

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

PARTNER

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

POLICY

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

PREMIUM

The price of the Insurance including taxes.

USUAL RESIDENCE

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

RISK

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

THEFT

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

INSURANCE WITH MAXIMUM COVERAGE AMOUNT

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

INSURED AMOUNT

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

EMERGENCY

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

TRIP

A trip is understood as any displacement made by the insured outside of their usual residence, from the moment they leave it until their return, once the said displacement has concluded. The duration of the trip shall not exceed the limit specified in the insurance certificate.

COMBINED TRIP

A combined trip is understood as the prior combination of at least two of the following elements: transportation, accommodation, or other non-accessory tourist services related to transportation or accommodation, which constitute a significant part of the combined trip, sold or offered for sale at a single inclusive price when such provision exceeds 24 hours or includes an overnight stay.

3. Insurance coverage

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

A) MEDICAL ASSISTANCE AND TRAVEL ASSISTANCE COVERAGE

1. MEDICAL, PHARMACEUTICAL OR HOSPITALIZATION EXPENSES

a) During travel

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

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

In the case of **preexisting or chronic illnesses**, the insurer will cover the medical expenses **up to the maximum limit specified in the Policy Particular Conditions** for unexpected and unforeseeable worsening that occurs during the course of the trip.

To ensure that the care received is appropriate, the insurer's Medical Team will be in contact with the healthcare facility where the insured person is being treated.

2. EMERGENCY DENTISTRY EXPENSES ABROAD

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

3. OPTICAL EXPENSES IN CASE OF ACCIDENT

If, as a result of an accident, the insured person requires the repair or replacement of lenses, frames, or contact lenses, the insurer will cover the necessary expenses for their replacement, up to the limit specified in the Particular Conditions.

4. MEDICAL TRANSFER OR MEDICAL REPATRIATION

a) For the insured person

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

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

In the event that, after being discharged from hospital or following a medical assessment, if the medical team appointed by the Insurer considers that the Insured's clinical situation does not allow him to continue the trip, the transfer of the Insured to his habitual home will be organised and assumed, using the means of transport most suitable for his state of health. The suitability of the means of transport is uniquely decided by the Insurer's medical team.

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

a) For the insured companions:

The insurer will cover the transportation expenses of the insured companions on the trip (spouse and children under 25 years of age who reside with their parents or two companions) to the insured's usual place of residence or the burial place in Spain, or at their discretion, to the destination of the trip. This coverage applies as long as the expenses do not exceed those of returning to their home and when the originally planned means of return or continuation of the trip cannot be used due to the insured person's medical transfer or death.

5. TRANSFER OR REPATRIATION OF MORTAL REMAINS

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

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

6. RETURN OF MINORS AND DISABLED INDIVIDUALS

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

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

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

7. TRAVEL EXPENSES OF A COMPANION

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

8. LODGING AND LIVING EXPENSES OF THE COMPANION OF THE HOSPITALIZED INSURED PERSON

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

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

9. EXTENSION OF VISA EXPENSES

If the return trip is postponed due to a reason covered by the policy, the insurer will cover the expenses associated with extending the visa.

10. EXTENSION OF THE INSURED'S STAY

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

11. EXTENSION OF THE COMPANION'S STAY

When the coverage for medical expenses is applicable, the insurer will cover the expenses for the extension of the insured companion's stay in a hotel, following hospitalization and/or under medical prescription. These expenses will be covered up to the total limits, both in terms of time and cost, as specified in the Particular Conditions.

12. EARLY RETURN OF THE INSURED DUE TO THE DEATH OF A FAMILY MEMBER

If the insured person has to interrupt the trip due to the **death of a family member**, the insurer will cover the transportation costs, which may include **rail travel (first class), air travel (economy class), or the most suitable means of public and collective transportation as determined by the insurer.** This coverage will extend to the insured person's place of habitual residence or to the burial place in the country of their habitual residence, **provided that they cannot make this journey using their own means of**

transportation or transportation arranged by the insured person for the trip.

Furthermore, the insurer will cover the cost of a second ticket for the transportation of the person who was traveling with the insured person on the same trip and had to return early, provided that this second person is covered by this contract.

13. EARLY RETURN OF THE INSURED DUE TO HOSPITALIZATION OF A FAMILY MEMBER

If the insured person has to interrupt the trip due to the **hospitalization of a family member for more than one (1) night**, the insurer will cover the transportation costs, which may include **rail travel (first class), air travel (economy class), or the most suitable means of public and collective transportation** as determined by the insurer. This coverage will extend to the insured person's place of habitual residence or to the place of hospitalization in the country of their habitual residence, **provided that they cannot make this journey using their own means of transportation or transportation arranged by the insured person for the trip.**

Furthermore, the insurer will cover the cost of a second ticket for the transportation of the person who was traveling with the insured person on the same trip and had to return early, provided that this second person is covered by this contract.

14. EARLY RETURN OF THE INSURED DUE TO A REQUIREMENT TO JOIN THE ARMED FORCES, POLICE, OR FIREFIGHTERS

If, during the course of the trip, there is an official requirement for the insured person to join the Armed Forces, Police, or Firefighters, the insurer will cover the cost of a return ticket so that the insured person can return. The insured person may also choose to have another ticket for the transportation of the person who was traveling with them on the same trip, provided that this second person is covered by this policy.

15. EARLY RETURN DUE TO SERIOUS DAMAGE TO THE RESIDENCE OR BUSINESS PREMISES OF THE INSURED PERSON

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

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

16. EARLY RETURN DUE TO DECLARATION OF STATE OF ALARM OR BORDER CLOSURE NOTICE

If, during the course of a trip, the insured person needs to interrupt it or delay their return due to the declaration of a state of alarm or notice of border closure at the place of origin or destination, the insurer will cover the difference in cost for changing tickets to transport the insured person and their insured companions (spouse and children under 25 years of age who reside with their parents or one companion) to their home. This coverage is subject to the limit specified in the Policy Particular Conditions.

17. INTERPRETER SERVICE ABROAD

If, due to any of the **assistance guarantees covered** by this policy, the insured person requires the presence of an interpreter, in a first intervention, the insurer will provide a person who can accurately translate the circumstances to the insured person if they have requested it by making a phone call to the number specified in the Policy Particular Conditions of this policy.

18. SENDING OF MEDICATIONS ABROAD

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

19. TRANSMISSION OF URGENT MESSAGES

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

20. LOSS OF KEYS

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

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

21. SEARCH AND RESCUE EXPENSES

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

Exclusions applicable to Medical Assistance and Travel Assistance Coverage

Excluded are events arising from:

- a) Pre-existing and/or congenital illness, chronic conditions or ailments under medical treatment prior to the departure, except as provided in the "Medical Expenses" guarantee.
- b) General medical examinations, check-ups and any visit or treatment concerning preventive medicine, in accordance with the generally accepted medical criteria.

- c) Trips aimed at receiving medical treatment, or subsequent to the diagnosis of a terminal illness.
- d) Diagnosis, monitoring and treatment of pregnancy, voluntary termination thereof and childbirth.
- e) Burial and ceremony expenses as well as the cost of the coffin in the transfer or repatriation of mortal remains coverage.
- f) Treatment, diagnosis and rehabilitation of mental or nervous disorders.
- g) Purchase, implantation, replacement, extraction and/or repair of prostheses of any type, such as pacemakers, stimulators, anatomical, orthopedic or dental pieces, orthotics and osteosynthesis materials (including natural bone substitutes, phospho-calcium ceramics, phospho-calcium cement, calcium sulfate, collagen, osteoinductive materials, demineralized bone matrix, bone morphogenetic protein and growth factors), breast prostheses, intraocular and extraocular lenses, hearing aids, crutches; valvular and vascular prostheses ("bypass" and stents); Any other expense related to any non-autologous implantable, active, synthetic or biological product, material or substance, not included in the previous list.
- h) Odontological, ophthalmological and otorhinolaryngological treatments, except in cases of emergency.
- i) Special treatments, dialysis, experimental surgeries, plastic or restorative surgery and those not recognized by western medical science.
- j) When the accident or illness occurs abroad, any medical expenses incurred in Spain that correspond to a treatment prescribed or initiated abroad, except for the provisions of the guarantee "Hospitalization expenses in Spain for continuity of care abroad".

B) TRAVEL AND FLIGHT INCIDENTS COVERAGE

22. TRACING OF LOST BAGGAGE OR PERSONAL OBJECTS

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

23. LOSS, DAMAGE OR THEFT OF BAGGAGE

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

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

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

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

To be taken into account by the Insured Person:

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

24. DELAY IN THE DELIVERY OF BAGGAGE REGISTERED IN PUBLIC TRANSPORT

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

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

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

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

25. SHIPPING OF FORGOTTEN ITEMS DURING THE TRIP

In the event that the insured person forgets their luggage or personal belongings during their trip, the insurer will organize and cover the shipping of these items to the insured person's destination on the trip or to their home in Spain or the country of residence. This coverage also applies to items that may have been stolen during the trip and subsequently recovered. **The limit for this coverage will be as specified in the Policy Particular Conditions.**

26. LOSS OR THEFT OF PERSONAL DOCUMENTS ABROAD

In the event that the insured person loses or has their essential personal documents such as passports, visas, credit cards, or identification documents stolen during a trip abroad, the insurer will assist in reporting the loss to the necessary public or private authorities or organizations. Additionally, the insurer will cover the fees, charges, or issuance costs for these documents **up to the limit specified in the Policy Particular Conditions.**

This coverage does not extend to and therefore does not compensate for damages resulting from the loss or theft of the mentioned documents or their unauthorized use by third parties, nor does it cover expenses incurred in the insured person's home country or place of residence.

27. DELAY OF THE MEANS OF TRANSPORTATION

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

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

28. DELAY OF THE MEANS OF TRANSPORTATION DUE TO OVERBOOKING

If, as a result of the carrier or service provider at the destination contracting a greater number of seats than actually available, the insured person experiences a change in the initially contracted services, the insurer will reimburse for the expenses incurred in such a situation:

Departure on an unanticipated mode of transportation **up to the limit specified in the Policy Particular Conditions.**

Change of accommodation **up to the limit specified in the Policy Particular Conditions.**

29. REFUND OF SERVICES CONTRACTED DUE TO FLIGHT CANCELLATION

If the chosen air transportation means is canceled by the insured person due to technical failure, adverse weather conditions, natural disasters, intervention by authorities, or other persons by force, and as a result of this delay, the insured person loses part of the contracted services such as excursions, visits, hotel nights, transfers, or meals, the insurer will reimburse the amount of the unused services up to the limit specified in the Particular Conditions.

This circumstance must be verifiable by presenting documentation related to the travel booking.

30. DELAYED RETURN HOME TRIP

When the arrival of the means of transport contracted by the Insured at the end of the trip to reach their habitual residence is delayed by more than 3 hours over the scheduled timetable, the Insurer shall reimburse **up to the limit indicated in the Particular Conditions** the justified and unforeseen expenses generated by this delay in order to be able to continue or conclude the trip. In order to request this reimbursement, the Insured must provide the carrier's certificate showing the actual departure time and the cause of the delay, as well as original invoices for the expenses incurred as a result of the delay..

31. RE-ROUTING COSTS DUE TO FLIGHT CANCELLATION

If, as a consequence of any event resulting in the cancellation of the regularly scheduled and booked means of transport, it becomes necessary to cancel or modify the originally booked Trip, the Insurer shall assume, **up to the limit established in the Particular Conditions**, the following expenses, **only in case the Insured decides to continue with the trip, but the supplier does not provide alternative transport**:

- The excess over the amount initially paid for the costs of alternative transport to the final destination of the trip supported by the supplier, tour operators and/or travel agency or by the Insured, for to the organisation of alternative tourist services to those foreseen in the contract and/or for the organisation of relocation services.
- The amount of the actual and necessary expenses during the wait (meals and accommodation) incurred at the place where the cancellation occurs, upon presentation of the corresponding original invoices.
- The amount of land services contracted and not used during the first night's stay at the destination of the trip.

This cover refers only to air travel.

32. LOSS OF CONNECTIONS

If a connection is lost between two previously confirmed routes due to the delay of the initial means of transportation and **provided that there is a delay of three (3) or more hours** with respect to the original departure time, the Insurance provider shall reimburse the Insured Person for the corresponding travel, accommodation, living and extraordinary expenses, **up to the limit established in the Particular Conditions**.

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

33. EXPENSES FOR EXTENDED HOTEL STAY DUE TO FORCE MAJEURE

If the return trip is postponed due to force majeure, the insurer will cover the accommodation expenses **up to the limit specified in the Policy Particular Conditions**.

34. EXTENSION OF INSURANCE COVERAGE VALIDITY FOR 4 DAYS DUE TO FORCED TRIP EXTENSION

If the insured person must extend their return trip due to reasons beyond their control, and the validity of their contracted insurance policy is set to expire, the insurer will extend the validity of the contracted coverages in the policy for a **maximum of 4 days**.

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

The following are not covered by this Contract:

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

C) PRIVATE CIVIL LIABILITY COVERAGE

35. PRIVATE CIVIL LIABILITY

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

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

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

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

36. CIVIL LIABILITY OF THE GUIDE/INSTRUCTOR

The insurer will cover, **up to the limit specified in the Particular Conditions**, the pecuniary compensations that, in accordance with Articles 1,902 to 1,910 of the Civil Code, or similar provisions provided for by foreign laws, the insured person would be obligated to pay in their capacity as the person **responsible for the group of insured individuals** they are accompanying during the trip. This coverage applies when the insured person is legally liable for **unintentional bodily injury or property damage** caused to third parties, including their persons, animals, or belongings.

The following individuals are not considered as third parties: the policyholder, their spouse, partner registered as such in an official local, regional, or national registry, or individuals in a similar registered cohabitation arrangement; ascendants or descendants, or any other family members living with either of them; as well as partners, employees, and any other individuals who, in fact or in law, depend on the policyholder or the insured person while acting within the scope of that dependency.

This coverage includes the payment of legal costs and expenses, as well as the provision of judicial bail bonds required from the insured person.

37. ADVANCE OF FUNDS IN CASE OF LOSS OR THEFT OF CREDIT CARDS

If, as a result of the loss or theft of their credit cards, the insured person is left without funds to continue their trip, the insurer will provide them with an advance of funds up to a maximum limit of €10,000.

The insurer reserves the right to request some form of guarantee, collateral, or deposit from the insured person to ensure repayment of the advance.

To avail of this coverage, it is essential for the insured person to report the loss or theft to the relevant authorities.

38. LEGAL ASSISTANCE OUTSIDE THE COUNTRY OF RESIDENCE AND/OR NATIONALITY

Under this coverage, the insurer makes available to the insured person a lawyer who can provide telephonic information and advice regarding the scope of their rights in their personal life and how best to defend themselves in anticipation of any legal disputes. This coverage includes consultations that can be resolved verbally, but does not cover any other actions that require the payment of legal fees.

Consultations that require legal research or additional advisory services will be addressed within a maximum period of 48 hours. The insurer will subsequently contact the insured person to resolve the consultation.

Exclusions applicable to Private Civil Liability Coverage

The following are not covered by this Contract:

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

D) CANCELLATION EXPENSES

39. CANCELLATION EXPENSES

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

Supplementary expenses imposed by the tour operator, trip organizer, or airline or shipping company for date changes to postpone the departure will also be covered under this policy, provided that they are not greater than the expenses incurred in the event of a complete cancellation.

For the purposes of this insurance, this coverage includes management fees, cancellation fees if applicable, and any penalties that may have been applied in accordance with the law or the travel conditions.

1. For health reasons:

1.1. Death, serious bodily accident or illness:

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

To be taken into account by the Insured person:

Regarding the insured person, an illness covered by the guarantee of cancellation expenses, is defined as a health condition that involves hospitalization or the need to stay in bed **within 30 days prior to the trip**. This condition, according to the assessment of the insurance company's medical team, must **make it impossible to commence the trip on the scheduled date**.

A bodily injury, covered by the guarantee of cancellation expenses, is understood to be an unintentional bodily injury caused by a sudden external cause, and it must, according to the assessment of the insurance company's medical team, make it impossible to commence the trip on the scheduled date.

When the illness or accident affects relatives of the insured person, it will be considered severe if, after the insurance contract is concluded, it results in hospitalization or the need to stay in bed or requires continuous care from healthcare personnel or designated caregivers, as **prescribed by a medical professional, within the 12 days prior to the trip's start**.

In order to determine the coverage for trip cancellation due to illness or accident, a **complete medical report** will always be required and is essential. In no case will medical certificates be accepted.

In the case of psychological, mental, or depressive conditions, it will be considered severe if there is any unexpected deterioration (whether or not the insured person was aware of the condition) occurring or expected to persist **within 30 days prior to the trip's start. This deterioration must involve at least one night of hospitalization and prevent the insured person from undertaking the trip**.

In the event of the death of a family member, the traveller may request cancellation of the trip, provided that the death occurs within 30 days prior to the trip.

1.2. Positive PCR in Covid 19 of the Insured and that makes it impossible to carry out the insured trip

1.3. A call for surgical intervention of the insured person or first-degree family members will be covered under the insurance policy, provided that they were already on a waiting list at the time of booking both the trip and the insurance.

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

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

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

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

1.8. Premature delivery of the Insured person.

1.9. Cancellation will also be considered in the event of a **health condition of the insured person** that, without being classified as a severe illness or accident, **completely prevents the participation in the sports activity that is the purpose of the trip.**

In order to determine the coverage for trip cancellation due to illness or accident, a **complete medical report** will always be required and is essential. In no case will medical certificates be accepted.

2. For legal reasons:

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

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

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

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

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

2.6. The unexpected denial of a visa.

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

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

3. For work-related reasons:

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

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

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

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

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

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

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

3.8. A justified and unforeseen change in the previously granted vacation leave by the company with which the insured person has an employment contract within the **12 days prior to the start of the trip.**

4. For extraordinary causes:

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

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

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

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

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

4.6. Medical quarantine of the insured person, including for the risk of contagion, prescribed by a medical professional.

5. Other causes:

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

5.2. Cancellation of the individuals who are supposed to accompany the insured person on the trip, including those defined as family members, and up to a maximum of 4 persons in other cases. They must be registered at the same time as the insured person and insured under the same contract, provided that the cancellation is due to one of the specified reasons covered under the Trip Cancellation Expenses for a trip that was not started.

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

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

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

b) **50%** of the sum insured of the trip cancellation guarantee. In the event of the cancellation of the trip due to any of the other causes reflected in the Insurance conditions, and if this coverage has already been compensated, the total amount of the cancellation expenses generated shall be deducted from the amount paid out of this coverage.

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

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

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

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

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

6. For the expenses of transferring the insured person's trip to another individual due to justified reasons, as long as the transfer costs are equal to or lower than the expenses incurred if the trip were canceled.

7. For any of the causes defined as **FORCE MAJEURE** that prevent the start of the trip and require the insured person to cancel it.

This coverage must be purchased within 24 hours of confirming the reservation. If it is purchased after this period, the coverage will start 72 hours after the insurance purchase date.

The triggering event leading to the trip cancellation must always occur after the insurance purchase.

In all claims related to Cancellation Expenses, the Insured must notify the agency as soon as possible **in writing** about the cancellation of the trip. The Insurer shall only cover the expenses incurred up to the time when the event causing the cancellation occurs. In the event of illness, the Insurer may assess the appropriateness of the cancellation at any time, even if the origin of the illness is prior to 30 days before the date of commencement of the trip.

Exclusions applicable to Cancellation Expenses Coverage

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

- a) Cures, aesthetic treatments, contraindication or lack of vaccination, contraindication to fly, the impossibility of following medical treatment at the place of destination, voluntary termination of pregnancy, alcoholism and illegal drug use.**
- b) Mental, nervous or psychiatric illnesses, depressions that do not involve hospitalization, or with a hospitalization period of fewer than seven days.**
- c) Pre-existing or chronic illnesses or diseases prior to booking the trip, as well as their consequences, are not covered unless they have worsened and remain aggravated in the 30 days prior to the start of the trip and result in hospitalization or the need to stay in bed, as well as medically preventing the commencement of the trip on the scheduled date.**
- d) In general, all cancellations for causes prior to the time of contracting that were known to the Insurance contracting party and/or Insured person.**
- e) Participation in fights, crimes, bets, contests, competitions, except in cases of self-defense established by a Court.**
- f) Restrictions related to the mobility of the Insured person imposed by the governments or competent health authorities in situations of quarantine, epidemics or pandemics, both at the country of origin of the insured person and at the destination, which make it impossible to start the trip.**
- g) Conscious breach of official prohibitions.**
- h) The non-presentation, for any reason, of the indispensable documents in every trip, such as passport, visa, flight tickets or vaccination certificates.**
- i) Intentional acts, as well as self-harm, caused intentionally, suicide or attempted suicide.**
- j) Events caused by radiation from nuclear transmutation or decay or radioactivity, as well as those derived from biological or chemical agents.**

40. VACATION REIMBURSEMENT

In the event of a trip interruption due to one of the causes covered by the trip cancellation guarantee, or due to repatriation or early return as stipulated in the policy coverage, the insurer will compensate the insured for the value of the trip in proportion to the number of days not enjoyed, starting from the date of the trip interruption and **up to the limit specified in the Policy Particular Conditions.**

This coverage takes effect from the moment the insured accesses the first services of the trip, or, in their absence, boards or uses the first means of transportation for the trip covered by the insurance.

Reimbursement of a maximum of 4 persons accompanying the Insured on the trip included in the definition of family members and a maximum of 1 person in all other cases, enrolled at the same time as the Insured and insured under this same contract, provided that the reimbursement is based on one of the causes established for this vacation reimbursement coverage.

To be considered by the Insured Person:

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

Exclusions applicable to Vacation Reimbursement Coverage

The following lack coverage in this insurance:

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

o) Covered events that are caused by radiation from nuclear transmutation or decay or radioactivity, as well as those derived from biological or chemical agents.

p) Public Health Emergency of International Relevance.

E) ACCIDENTS

41. DEATH OR PERMANENT DISABILITY BECAUSE OF ACCIDENT

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

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

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

To be taken into account by the Insured Person:

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

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

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

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

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

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

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

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

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

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

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

SUMMARY OF LEGAL STANDARDS

1. Extraordinary occurrences covered:

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

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

2. Excluded risks:

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

3. Extension of coverage.

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

COMMUNICATION OF DAMAGE TO THE INSURANCE COMPENSATION CONSORTIUM

1. The request for compensation for damages which coverage corresponds to the Insurance Compensation Consortium shall be made by communication to the same by the insurance contracting party, the insured person or the beneficiary of the policy, or by whoever acts on behalf and name of the above, or by the insurance company or the insurance broker who managed the insurance.
2. The communication of the damage and the obtaining of any information related to the procedure and the status of the processing of the covered events may be carried out:

- By contacting the Call Center of the Insurance Compensation Consortium (900 222 665 o 952 367 042).
- Through the website of the Insurance Compensation Consortium (www.conorseguros.es)

3. Assessment of damage: the assessment of the damage that is compensable in accordance with the insurance legislation and the content of the insurance contract shall be carried out by the Insurance Compensation Consortium, without it being bound by the valuations that, if applicable, the insurance company that covered the ordinary risks would have carried out.

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

Exclusions applicable to Accident Coverage

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

a) Accidents caused by states of mental alienation, paralysis, apoplexy, epilepsy, diabetes, alcoholism, drug addiction, spinal cord diseases, syphilis, AIDS (except as provided in the Second Medical Opinion guarantee if contracted), encephalitis, and, in general, any injury or illness that impairs the physical or mental ability of the Insured Person.

b) Diseases, hernias, lumbago, heart attacks, intestinal strangulations, complications of varicose veins, poisonings or infections that do not have as direct and exclusive cause an injury included within the insurance guarantees. The consequences of surgical operations or unnecessary treatments for the healing of accidents suffered and those belonging to the care of the person himself.

c) Injuries suffered from accidents resulting from the use of two-wheeled vehicles with a cylinder capacity exceeding 75 c.c.

d) Injuries that occur in the exercise of professional activity with aggravated risk. This exclusion may be repealed prior express authorization of the Insurance provider and by applying a surcharge.

e) Situations of aggravation of an accident occurring prior to the formalization of the Contract are not included.

4. General exclusions

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

a) Services that have not been previously communicated to the Insurance provider and those for which agreement of the latter has not been obtained, except in cases of duly accredited material impossibility.

- b)** If the Insured Person refuses to be transferred or repatriated at the time or under the conditions determined by the medical service of the Insurance provider, all coverage contained in the contract and the resulting expenses shall be automatically suspended as a result of that decision.
- c)** The expenses incurred once the Insured person is at the usual place of residence, those incurred outside the scope of application of the insurance coverage, and in any case, once the dates of the trip object of the contract have concluded, except for what is indicated in the Medical Expenses coverage.
- d)** Expenses arising from professional practice (including training) or receiving remuneration for any sport, as well as those that occur during the insured's participation in official or federated competitions and any sport or recreational activity that is notably dangerous or high-risk, except for those covered as defined in this General Conditions document.
- e)** The rescue in mountains, chasms, seas, jungles or deserts, in unexplored regions, except as provided in the coverage "Search and Rescue Expenses". Trips aimed at exploration or by submarine are excluded.
- f)** Those caused directly or indirectly by the bad faith of the Insured Person, by their participation in criminal acts, or by their intentional, seriously negligent or reckless actions. Participation of the Insured in bets and/or challenges - disputes and/or quarrels except for legitimate self-defense or in an attempt to save people or property. Fraudulent acts of the Contracting Party, Insured Person, Beneficiary or their family members, as well as suicide or attempted suicide.
- g)** The consequences of the actions of the Insured Person in a state of mental alienation or under psychiatric treatment, drunkenness or under the effects of drugs or narcotics of any kind are not covered. For these purposes, it will be considered that there is drunkenness when the Insured person, medical professional or competent authority declares it or when the Insured person refuses to undergo the alcohol or toxicology test.
- h)** Incidents derived from armed conflict or war, even if not declared, terrorism, rebellion, revolution, invasion and insurrection, the use of military power or usurpation of government or military power, riots, popular riots, earthquakes, seismic movements, floods, hurricanes, tsunamis, volcanic eruptions and other phenomena of extraordinary character or events that due to their magnitude and severity are classified as a catastrophe or national calamity, notwithstanding that they are covered by the Extraordinary Risks coverage, as well as the damages caused, directly or indirectly, by nuclear, radioactive, chemical or biological exposure or contamination. Events in which coverage corresponds to the Insurance Compensation Consortium are excluded in any case.
- i)** Incidents derived from the waiver or delay, by the Insured Person or Persons responsible for him/her, of the services proposed by the Insurance provider and/or agreed by the Medical Service of the latter.
- j)** The consequences of surgical interventions or treatments that are unnecessary for the cure of an accident or illness covered by this Insurance contract.
- k)** The Insurance Provider is relieved of responsibility when due to force majeure it cannot carry out any of the benefits specifically provided for in this Insurance contract.
- l)** Unless expressly agreed otherwise, the events that occurred in countries that, at the beginning of the trip, are at war, declared or not, or in armed conflict are not covered.
- m)** The Insurance provider shall not grant cover and therefore shall not be liable for any

compensation or indemnity when such compensation or indemnity exposes the Insurance provider to any sanction, prohibition or restriction in accordance with the resolutions issued by the United Nations or by virtue of laws, regulations or trade and/or economic sanctions of the European Union, the United Kingdom or the United States of America.

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

5. General rules that govern the insurance

GEOGRAPHIC SCOPE

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

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

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

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

6. Effect and duration of the contract

a) Cancellation Expenses: This coverage must be contracted prior to or at the time of confirmation of the trip reservation and shall end at the time the trip starts. They may also be contracted after the confirmation of the reservation, **in which case, a period of 72 hours shall be implemented, during which the coverage cannot be used as of the date of contracting the insurance.**

b) Other coverage: unless otherwise stipulated, the contract shall come into force, provided that the Insured person, or the Contracting Party, have **paid the corresponding insurance price**, at 0 hours on the day indicated in the Particular Conditions and **shall end at 24 hours. on the day the time stipulated is fulfilled.**

The insurance must be contracted before the departure date of the trip. If the insurance is purchased after the trip has already begun, **the coverage will take effect 72 hours after the issuance.**

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

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

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

7. Individual insurance certificates and documentation

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

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

8. Composition of the insured group

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

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

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

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

age of exit is reached.

9. Limits of coverage and currency of the same

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

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

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

INDIVIDUAL INSURANCE

Maximum compensation:

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

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

GROUP INSURANCE

Maximum compensation:

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

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

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

The currency applicable to this Insurance is the Euro and the limits of the coverage shall be expressed in

this currency, regardless of the fact that for those services that must be paid or guaranteed by the Insurance provider in a different currency, the equivalent in Euros thereof will be applicable at the date of occurrence of the accident.

10. How to apply for a coverage

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

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

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

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

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

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

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

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

11. Reimbursement of expenses

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

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

12. Existence of other insurance

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

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

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

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

13. Effect of insurance price non-payment

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

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

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

from the payment deadline, the Insurance shall be permanently terminated.

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

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

14. The principle of good faith

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

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

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

15. Exemption from liability

It is expressly stated that

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declines any responsibility, including subsidiary and/or complementary, arising from claims due to delays and/or breach as a result of force majeure or caused directly or indirectly by the political-administrative circumstances of a country or geographical region.

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

16. Subrogation

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

17. Acceptance

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

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

18. Modification of risk

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

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

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

If a claim occurs without a declaration of aggravation of the risk, the Insurance provider is released from its

obligation to provide the service if the Insurance Contracting Party or the Insured Person have acted in bad faith.

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

18.2. El Contratante del Seguro o el Asegurado podrán durante el curso del contrato poner en conocimiento del Asegurador, todas las circunstancias que disminuyan el riesgo y sean de tal naturaleza que si hubieran sido conocidas por éste en el momento de la firma del contrato lo habría concluido en condiciones más favorables.

En tal caso, al finalizar el periodo en curso cubierto por el precio del Seguro, el Asegurador deberá reducir el importe del precio futuro en la cuantía que corresponda, teniendo derecho el Contratante del Seguro, en caso contrario, a la resolución del contrato y a la devolución de la diferencia entre el importe satisfecho y el que le hubiera correspondido pagar, desde el momento de la puesta en conocimiento de la disminución del riesgo.

19. Conflict between parties

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

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

20. Contract disputes

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

21. Customer service

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

To do this, complainants may contact the Customer Service Department via email sac@irisglobal.es, through the website www.irisglobal.es, by postal mail sent to any of our headquarters in Madrid (C / Julián Camarillo, 36, CP 28037) or Barcelona (Avenida Diagonal 453, bis, 2ºB, CP 08036) or in person at our offices, during business hours.

The claim must state:

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

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

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

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

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

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

THE CONTRACTING PARTY

THE INSURANCE PROVIDER

A handwritten signature in blue ink, appearing to be 'SR' with a stylized flourish.

Sergio Real Campos



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