



## **TRAVEL ASSISTANCE INSURANCE FOR “MODULAR PLUS”**

**TRAVEL CANCELLATION EXPENSES: CAPITAL INSURED 600 euros.**

**24 HR ACCIDENTS INSURANCE - DEATH: CAPITAL INSURED 6,000 euros.**

**24 HR ACCIDENTS INSURANCE - - DISABILITIES: CAPITAL INSURED 6,000 euros.**

**CIVIL RESPONSIBILITY INSURANCE: CAPITAL INSURED 60,000 euros.**

**CIVIL LIABILITY FOR TEACHER OR GUARDIAN INSURANCE: CAPITAL INSURED 60,000 euros.**

**MEDICAL AND HEALTH CARE: UP TO 1,000 EUROS IN SPAIN AND ANDORRA, UP TO 15,000 EUROS IN EUROPE AND THE WORLD.**

**THEFT AND DAMAGE TO LUGGAGE: UP TO 900 EUROS**

### **- Medical and Health Care Assistance Abroad**

#### **Limit coverage**

Up to €30,000

Up to €60,000

Up to €100,000

Up to €300,000

Up to €500.000

### **- Theft and damage to luggage.**

#### **Limit coverage**

Up to €1,500

Up to €2,500

Up to €4,500

### **- Travel cancellation expenses**

#### **Limit coverage**

Up to €1,200

Up to €2,400

Up to €3,000

Up to €3,500

Up to €5,000

Up to €7,000

Up to €8,000

Up to €9,000

Up to €10,000

**CRUISE SHIPS: SURCHARGE OF 50%**

**Insured Parties with their main residence abroad:**

**In the event the main residence of the Insured is abroad and they have taken out the policy for a trip to Spain, the premiums will be invoiced according to the continent of origin. In other words, if their main**



residence is in Europe, the premium due will be that of "Continental Area"; if their continent of origin is Africa, the Americas, Asia or Oceania, the premium due will be that of "Transcontinental Area". For the purposes of the benefits of the guarantees and compensation limits described in each of them, the address of the INSURED is that of their main residence in their different countries of origin. As a result, whenever the word Spain appears, it will be taken as the country of origin of the INSURED, and whenever the word foreign appears, it will be understood that Spain is abroad.

When the insured whose main residence is abroad travels to a county other than Spain through a Spanish travel agency, the applicable territorial scope will be the one that comes off worse in the comparison between their place of origin and the destination.

In any case, the cover provided by the contract for insured parties who do not reside in Spain will be limited to trips to destinations other than their residence, excluding trips to destinations within their country of residence.

When the main residence of an insured party is in Spain and they are of Spanish nationality, the territorial scope of the Private Civil Liability cover will be worldwide. When the main residence of the insured is abroad or they are not of Spanish nationality, the Civil Liability cover will be valid exclusively for claims that occur in Spain, and the maximum duration of the trip may not exceed 120 days.

**ALL THE ITEMS, AND THEIR LIMITS, INCLUDED IN THE GENERAL CONDITIONS OF THIS POLICY ARE THE PURPOSE OF THIS INSURANCE**

#### **INSURED PARTIES:**

Travellers who, together with the Policyholder, contract a trip or holiday that will not be enjoyed in their habitual residence, whose names, destinations and duration of the trip are declared to ARAG before the trip begins.

#### **TERRITORIAL SCOPE:**

The insurance is valid in Spain and Andorra, or in Europe and countries bordering the Mediterranean (for these purposes Jordan is considered a European country or one bordering the Mediterranean), or in The World, depending on the destination of the trip or holiday contracted with the Insurance Policyholder.

When the Insured Party is travelling on any type of land, maritime or air vehicle, the Insurer will not be obliged to provide any type of service that will be provided as soon as the Insured Party is on the land.

Those countries which, during the Insured Party's trip or travels, are in a state of war or siege, insurrection or conflict of any kind or nature, even when they have not been officially declared, and those that specifically appear on the receipt or in the Particular Conditions are excluded from the coverage.

It is expressly agreed that the Insurer's obligations derived from the coverage of this policy, end the moment the Insured Party returns to their habitual residence, or when they have been admitted to a health centre located at a maximum of 25 km distance from the aforementioned address (15 km in the Balearic and Canary Islands).

#### **Covered Sports:**

The following activities are covered:



**Rancheras (capeas), children's activities and beach games in general, motor boats (with driver), abseiling (with official guide), mountain biking, diving (up to a depth allowed by the Insured Party's qualifications) and underwater activities, white water rafting, camping, canoeing (local guides), catamarans, cycling, cycle tourism, horse-drawn carriages, canyoning, rafting, small boats, horse riding, rock-climbing, water-skiing, kite surfing, outboard speedboats (with driver), hot air and stationary ballooning, golf, gymkhana, water rafting, pedal boats, hydrospeed, karts on ice, kayaks, motor boat (with driver), mountaineering (up to 4,000 metres), 4 wheel motorcycles (up to 125 c.c.), jet skiing, snowmobiles, mushing, sailing, flora and fauna watching, orientation and survival activities, paintball, paragliding, skating, ice skating, canoeing, American track truck, Tibetan bridge, quads, rafting, rappelling, snow-walking, artificial rock-climbing, hiking, water skiing, snorkelling, surfing and windsurfing, nature workshops, tennis, archery, crossbow shooting, blowpipe shot, shooting with dogs, zip line, trekking, artouste train, sleighing or similar, equestrian tourism, ultralight (with pilot), sailboats, powered flight, waterpolo, skeet shooting.**

#### **COMMUNICATION OF TRAVEL:**

The Policyholder will communicate to ARAG all the data regarding the travellers (names, destinations, duration of the trips) before the start of all trips. Likewise, the Policyholder will have provided ARAG with all the documents related to the Insured Party of this contract, so that the Insurer can verify the accuracy of the data of the travellers communicated by the Policyholder.

To the effect that the Policyholder's clients, who will be insured by this policy, are aware of the items that are covered by this insurance, ARAG will deliver Vouchers for the Policyholder to distribute among their clients, which will be the only valid document that certifies them as an Insured Party of this policy.

The Policyholder will include the start and end date of each travel in all the Vouchers that they distribute.

#### **PAYMENT OF PREMIUMS TO ARAG:**

Premium payments will be made monthly by nominative cheque issued by the Policyholder and addressed to ARAG upon receipt of the invoice list.

**SERVICE DELIVERY:** The services provided in this policy will be delivered through **ARAG S.E., SUBSIDIARY IN SPAIN.**

To facilitate the urgent provision of services, **ARAG** will provide the Insured Party with documentation regarding their rights, as well as instructions and emergency telephone numbers.

**ARAG's** telephone number is **91 990 59 30** if the call is made from Spain and **+ 34 91 990 59 30** if it is made from abroad.

If it is possible to make collect calls in the country where the Insured Party is located, the Insurer shall accept the call.

In any case, the Insured Party may request that the Insurer reimburse the cost of the calls made to the company, provided that they are duly documented and justified.

**- The Policyholder knows and expressly accepts the limiting clauses of this policy and declares having received the General Conditions together with this document.**

#### **INFORMATION TO THE INSURED**



Prior to signing this contract, the Policyholder has received the following information, in compliance with the provisions of Article 96 of Act 20/2015 of 14 July, on the Organisation, Supervision and Solvency of Insurance and Reinsurance companies, and Articles 122-126 of its regulations:

- The Insurer is ARAG SE, a German company whose registered office is in Düsseldorf, at ARAG Platz no.1, the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) being responsible for supervising and monitoring of its activity. It is authorised to operate in Spain under the right of establishment through its branch ARAG SE, Sucursal en España, with Tax ID number W0049001A, and registered offices in Madrid, Calle Núñez de Balboa, 120; it is listed in the Registro administrativo de la Dirección General de Seguros y Fondos de Pensiones under reference E-210.

The Insurer declares that, in the event of its liquidation, Spanish regulations with regard to liquidation will not be applied.

- The law applicable to the Insurance Contract is Spanish, in particular, Act 50/1980 of 8 October, on Insurance Contracts.

- In the event of any dispute with the Insurer, the Policyholder or Insured may seek redress through arbitration or through the ordinary Spanish courts of law.

Please note that ARAG SE, Sucursal en España offers its insured customers the following Customer Service contact numbers depending on the procedures they wish to carry out:

- For modifications and/or inquiries about the policy contracted you can call the telephone number 93 485 89 07 - 91 566 16 01, or send an email to [atencioncliente@arag.es](mailto:atencioncliente@arag.es)

- For submitting complaints and/or claims to the company, the ARAG S.E. Sucursal en España has a Customer Service Department at c/ Roger de Flor, 16, 08018-Barcelona, email: [dac@arag.es](mailto:dac@arag.es), website: [www.arag.es](http://www.arag.es) to attend to and resolve complaints by insured persons in connection with their legally recognised rights and interests. The Department will resolve the issue within two months from the date on which the complaint was submitted.

- In the event of disagreement with the resolution adopted by the Customer Service Department, or if a period of two months has passed without a response being received, the claimant may contact the Servicio de Reclamaciones de la Dirección General de Seguros y Fondos de Pensiones at Paseo de la Castellana, 44, 28046 - Madrid, or the website: [www.dgsfp.mineco.es](http://www.dgsfp.mineco.es) and the telephone number 902 19 11 11.

- You can view the Report on the insurer's solvency and financial situation at <https://www.arag.com/company/financial-figures>.

- By providing bank details for payment of the insurance premium, the Policyholder/Insured party authorises the relevant amount to be charged to the account detailed in this document, or to any other account notified to the Insurer for this purpose, throughout the duration of the Contract,

ISSUED IN MADRID,

*For the Company*  
*P.P.*

THE POLICYHOLDER

*CEO*  
*Member of GEC*



## **INFORMATION REGARDING DATA PROTECTION**

Data processor	ARAG SE, Sucursal en España C/ Núñez de Balboa 120 28006 - MADRID NIF W00490001A <a href="mailto:atencioncliente@arag.es">atencioncliente@arag.es</a> <a href="http://www.arag.es">www.arag.es</a>
Data Protection Officer contact details	<a href="mailto:dpo@arag.es">dpo@arag.es</a> C/Roger de Flor 16 08018 Barcelona
Purpose of processing	Underwriting and execution of the insurance contract
Authentication	Execution of the insurance contract
Recipients	No data will be transferred to third parties unless: prior consent is given, it is an obligation provided for in regulations, or for legitimate interest.
International transfers	May be necessary, during certain assistance services, for the execution of the contract.
People's rights	Individuals can access, rectify or delete their data, oppose their processing and request their limitation of transfer by sending their request to: <a href="mailto:lopd@arag.es">lopd@arag.es</a>
Additional Information	Additional and detailed information on data protection can be viewed on our website: <a href="http://www.arag.es">http://www.arag.es</a>

### **Data processor**

The entity responsible for processing personal data is ARAG SE, Sucursal en España, whose NIF is W0049001A and registered address is C/ Núñez de Balboa no. 120, 28006 Madrid. Email: [atencioncliente@arag.es](mailto:atencioncliente@arag.es) Webpage: [www.arag.es](http://www.arag.es). You can contact the Data Protection Office at [dpo@arag.es](mailto:dpo@arag.es).

### **Purpose and recipients**

The information provided will be processed for the purpose of establishing, managing and developing contractual relationships between you and the data processor, as well as for the prevention of fraud.

We will also process your personal data to inform you about our products and for quality control purposes in the provision of the guarantees of your insurance contract.

We will not pass on your personal data to third parties except in the following cases: applicable regulations oblige us to, for legitimate interests or with prior consent from the owner of the data.

Your data will be accessible to ARAG SE, Sucursal en España third-party collaborators who intervene in the formalities arising from underwriting the insurance and the effective provision of its guarantees.

If you need assistance and you are outside the European Union, we may need to transfer your personal data to other countries in order to effectively fulfil the guarantees of your insurance contract.

Your data will be kept during the validity of the insurance contract. After its termination, they will be blocked during the legally required periods for the purpose of determining any liability arising from their processing. Once the statutory limitation periods have elapsed, the data will be deleted.

### **Authentication**



The legal basis for processing your personal data is the execution of the insurance contract you have signed with this insurance company. Providing your data is essential for the formalisation of this insurance contract, which is not possible without them.

The legal basis for processing the data for direct marketing and satisfaction surveys is a legitimate interest in meeting your expectations as a customer and improving the quality of the service received. You can oppose the processing of your data at any time in the manner described in the Rights section.

The legal basis for transferring data to third parties is constituted by provisions in insurance regulations that either protect the legitimate interest of the entity or impose specific obligations on it for the development of its activity, in regard to the insurance contract (Law 50/1980 on Insurance Contract), regulations on ordination, supervision and solvency (Law 20/2015 on Ordination, Supervision and Solvency of insurance and reinsurance entities) and other regulations governing insurance activity.

The legal basis for transferring your data to a country outside the EU is the need to execute the guarantees provided in your policy.

## **Rights**

You have the right to access your personal data subject to processing, as well as request the rectification of inaccurate data or, where appropriate, request its deletion when the data is no longer necessary for the purposes for which it was collected. You can also exercise your rights of opposition and limitation to the processing and transfer of the data.

You can exercise your rights by writing to the data processor, ARAG SE, Sucursal en España, by email [lopd@arag.es](mailto:lopd@arag.es) or if you prefer, by post addressed to C/ Roger de Flor, 16, 08018, Barcelona (include "Attention to: 'Data protection'" on the envelope). Please include or attach a copy of your ID or passport. In the event that your above rights request is not complied with, you can submit a complaint to the Spanish Data Protection Agency ([www.agpd.es](http://www.agpd.es)).

## **Third party(s)' personal data**

Regarding other individuals' personal data that must be given to ARAG SE, Sucursal en España, in order to formalise this policy, they must be informed - prior to the communication of their data - of the information contained in the preceding paragraphs.



## TRAVEL ASSISTANCE INSURANCE FOR “MODULAR PLUS”

### General Conditions

#### Introduction

**This Insurance Contract is governed by the terms established in these General Terms and Conditions and the Particular Conditions of the policy, pursuant to the provisions of Act 50/1980, of 8 October, on insurance contracts and Act 20/2015, of 14 July, on the regulation, supervision and solvency of insurance and reinsurance companies.**

#### Definitions

Definitions of terms in this contract:

#### **Policyholder:**

The physical or legal person who appears in this policy's particular conditions.

#### **Insured Party:**

Each one of the physical persons who are clients of the travel agency associated with the Policyholder and who have been communicated as such by the agency, and whose names appear on the issued certificates.

#### **Relative:**

Vertically, the following are considered relatives: the Insured Party's family, their spouse or person who lives with them, their ascendants and descendants in any degree - parents, children, grandparents, grandchildren - of both partners; and horizontally, only the following are considered relatives: brothers, sisters, and half brothers and sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law or in-laws of both partners.

#### **Premium:**

The price of the insurance, which includes legally applicable surcharges and taxes. It is to be paid by the policyholder.

#### **Luggage:**

All objects for personal use that the Insured Party has with them during their trip as well as those issued by the means of transport used for the trip.

#### **Valuable Items:**

Valuables are jewels, watches, items made of precious metals, furs, paintings, objects of art, silver and objects made in precious metals, unique items.

#### **Territoriality:**

This insurance covers the whole world, Europe and countries bordering the Mediterranean (for these purposes Jordan is considered a European country or one bordering the Mediterranean), Andorra or the Insured Party's country of habitual residence, depending on the destination contracted with the Insurance Policyholder. The Insurer's obligations end the moment to Insured Party returns to their place of habitual residence.

#### **Scope and Duration of the Policy:**

The insurance coverage period specified and indicated in the policy's particular conditions/insurance certificate.

#### **Theft:**

Theft is understood only when violence, intimidation or force has been committed by other people to carry out that act.

#### **Accident:**

A violent, fortuitous, sudden, external event that is out of the Insured Party's control, and which eventually results in damage covered by the insurance, and that has occurred after the policy was taken out.

**Pre-existing disease:**

Pre-existing disease is considered to be any pathology whose symptoms have been seen prior to the insurance contract being taken out by the Insured Party even if they have not yet been given a definitive diagnosis.

**Serious illness:**

A change in health, verified by a medical professional, which forces the patient to stay in bed or implies the cessation of any activity, whether professional or private, within 12 days prior to the scheduled trip.

When the illness affects any person other than the INSURED PARTY, it shall be understood as serious when, subsequent to the insurance policy being taken out, said illness requires hospitalisation or bed rest and, in the opinion of a medical professional, continuous care is required from healthcare professionals or persons assigned for said purpose, **in accordance with a medical prescription issued within 12 days prior to the start of the trip.**

**Serious accident:**

Bodily harm not intended by the victim, arising from the sudden action of an external cause and which, in the opinion of a doctor, makes it impossible to begin the trip on the planned start date.

When the accident affects any person other than the INSURED PARTY, it shall be understood as serious when, subsequent to the insurance policy being taken out, said accident requires hospitalisation or bed rest and, in the opinion of a medical professional, continuous care is required from healthcare professionals or persons assigned for said purpose, **in accordance with a medical prescription issued within 12 days prior to the start of the trip.**

**Incident:**

Any event whose consequences are covered by the policy.

**1. Purpose of the insurance**

Through this Travel Assistance insurance contract, the Insured Party travelling within the covered territorial scope will be entitled to the different assistance services that make up the traveller protection system, which includes medical and health services, as well as various complementary benefits.

**2. Policyholders**

The natural persons listed in the Particular Conditions.

**3. Temporary validity**

**In order to benefit from the coverages contained herein, the duration of the Insured Party trip or holiday away from the Insured Party's habitual residence must not exceed 120 days.**

**4. Territorial scope**

**The guarantees described in this Policy are valid for events that occur in Spain, Andorra, Europe and countries bordering the Mediterranean (for these purposes Jordan is considered a European country or one bordering the Mediterranean) or in The Whole World, according to that specified in the Particular Conditions.**

**The Medical and Health Assistance coverage described in article 7.1, is applicable when the Insured Party is further than 50 (fifty) km from their habitual residence, or on another island, in the case of the Balearic and Canary Islands, even when the distance is less than that established.**

**Other benefits covered by this policy will come into force when the Insured Party is further than 30 (thirty) km from their habitual residence or 15 (fifteen) km in the Balearic and Canary Islands.**





## 5. Payment of premium

The Policyholder is obliged to pay the premium as soon as the contract is finalised. Successive premiums must be paid on the date of the corresponding maturities.

**If there is no location specified in the Particular Conditions for the payment of the premium, it must be paid at the Policyholder's address.**

In cases of non-payment of the first annuity, the effects of the coverage will not begin, and the Insurer may terminate or demand payment of the agreed premium. Non-payment of any other successive annuities will result in - after one month has elapsed since expiration - the suspension of the coverage insured by the policy. **In any case, coverage will take effect on midnight of the day the Insured Party pays the premium.**

The Insurer can claim payment for an outstanding premium within a period of six months, counting from the date of expiration.

## 6. Information regarding risk

The Policyholder has the duty to declare to ARAG, before the formalisation of the contract, all the circumstances known to them that may influence the risk assessment, according to the questionnaire submitted to them. They will be exempt if ARAG does not give them a questionnaire or when, even if they have been given the questionnaire, there are circumstances that may influence the risk assessment and have not included in the questionnaire.

The Insurer may terminate the contract within a period of one month, starting from the moment the difference or inaccuracy of the Policyholder's declaration is made known to them.

During the term of the contract, the Insured Party must notify the Insurer, as soon as possible, of any modifications to the circumstances declared in the questionnaire mentioned in this article that might aggravate the risk and are of such a nature that if they had been known by the Insurer at the time of the formalisation of the contract, that entity would not have formalised it or it would have done so under more serious conditions.

Once an increase in the risk is known, ARAG may, within a period of one month, either offer a modification of the contract or terminate it.

If there is a risk reduction, the Insured Party is entitled, from the next annuity, to a reduction in the amount of the premium in proportion to the reduction of the risk.

## 7. Guarantees covered

As soon as ARAG is notified, in accordance with the procedure indicated in Article 10, of an incident covered by this policy, ARAG guarantees the provision of the following services:

### 7.1 Transfer or repatriation of the injured and ill

If the Insured Party suffers an illness or an accident, the Insurer will be responsible for:

- a) The cost of transportation by ambulance to the nearest clinic or hospital.
- b) Revision by the Insurer's Medical Team, together with the doctor who treats the injured or ill Insured Party, to determine the suitable measures for the best treatment and transfer to the most appropriate Hospital, Health Centre or their habitual residence.
- c) The cost of transporting the injured or ill person, derived from first aid given to them and by the most suitable means, to the prescribed hospital, health centre or their habitual residence.



In cases of hospitalisation in a hospital centre far from their habitual residence, when the Insured Party is discharged, the Insurer will be responsible for their subsequent transfer to their habitual residence.

In the event of medical quarantine prescribed by a medical professional, the Insured Party shall be repatriated after completing the quarantine or receiving permission to travel.

**The transport used will in each case be decided by ARAG's Medical Team according to the urgency and severity of the case.**

**Exclusively in Europe and countries bordering the Mediterranean, and always at the discretion of ARAG's Medical Team, a specially conditioned medical aeroplane may be used.**

### **7.2 Medical, surgical, pharmaceutical and hospitalisation expenses.**

**Up to the limit established in the Particular Conditions of the policy**, ARAG shall bear the expenses incurred by the intervention of medical professionals and establishments in order to care for the Insured Party when ill or injured, **provided that said intervention is carried out with the agreement of the Insurer's medical team.**

The following services are expressly included, without limitation:

- a) Treatment by emergency medical teams.
- b) Complementary medical examinations.
- c) Hospitalisations, treatments and surgeries.
- d) Supply of medication when hospitalised or reimbursement of its cost for injuries or illnesses that do not require hospitalisation. **The successive payment of medications or pharmaceutical expenses that derive from any process that is or becomes chronic are excluded from this coverage.**

In cases of vital emergency as a result of an unpredictable complication of a chronic, congenital or pre-existing illness, **ARAG will cover only for the costs of emergency medical assistance carried out within the first 24 hours from admission into hospital.**

Except in case of emergency or force majeure, **the Insurer will, through its medical team, decide which medical centre the Insured Party will be referred to according to the injury or illness suffered.**

In the case of illnesses or accidents occurring within the scope of contracted coverage, if the Insurer's medical team decides that given the seriousness of the case the Insured Party **requires long-term treatment**, ARAG will arrange transfer of the Insured Party to their habitual residence in order to receive such treatment through their usual healthcare supplier in their habitual place of residence. **In the event that the Insured Party does not accept said transfer, the Insurer's obligations to pay for services covered by this guarantee will immediately cease.**

**Long-term treatment means any treatment that exceeds 60 days from the date of diagnosis.**

### **Emergency dental expenses abroad.**

If, as a consequence of the appearance of acute dental problems such as infections, pains or traumas, the Insured Party requires emergency treatment, the Insurer will cover **up to a maximum limit of €280 for those expenses.**

### **7.3 Transfer or repatriation of the Insured Party(s)**

a) When one or more of the Insured Parties have been transferred or repatriated due to illness or accident in accordance with section 1, the Insurer will cover the transport of up to two companions to return with the Insured Party to their habitual residence or place where they have been transferred or repatriated to, and their subsequent transfer home. The Insurer can replace the Insured Parties in order to claim for any return tickets originally planned.



b) If the Insured Party referred to in paragraph a) above, were under 15 years old or disabled and did not have a relative or trusted person to accompany them on the trip, the Insurer will make available a person to travel with them to their home or to where the Insured Party is to be hospitalised.

c) Should the Insured Party recover their health and be able to reincorporate into their original travel plans **(following recommendations from the medical team that has treated them and in agreement with the Insurer's medical team)**, the Insurer will cover the expenses of said reincorporation for them and any companions who are covered by this policy.

#### **7.4 Transportation or repatriation of deceased Insured Parties.**

a) The Insurer will cover any formalities to be carried out at the place of the Insured Party's death, including transportation or repatriation to the place of burial in their country and habitual residence.

b) The Insurer will be responsible for transporting the Insured Party's relatives to the place of burial. Additionally, the Insurer shall replace the Insured Party in order to claim for any return tickets originally planned.

If the Insured companions were under 15 years old or disabled and did not have a relative or trusted person to accompany them on the trip, the Insurer will make available a person to travel with them to the place of burial.

#### **7.5 Travel for a relative in case of hospitalisation exceeding five days**

When the Insured Party's hospitalisation is expected to last **longer than 5 days**, the Insurer will cover the transportation costs of a return ticket for a relative or person designated by the Insured Party to accompany them during their hospitalisation.

**If hospitalisation is further than 100 km from the Insured Party's habitual residence, the Insurer will be responsible for the relative's hotel accommodation expenses - which must be justified with appropriate supporting documents - of up to €90 per day and up to a maximum of 10 days.**

In the event that this relative or designated person is already found in the place of hospitalisation as they are included in this policy and under article 4 of the policy, their accommodation expenses and return travel will be covered, as established in this policy.

#### **7.6 Expenses for prolongation of hotel accommodation.**

When article 7.2, payment of medical expenses, of this policy is applicable, the Insurer will be responsible for a prolongation of hotel accommodation expenses, under medical prescription, **up to the maximum amount of €100 per day and up to a maximum of 14 days per Insured Party.**

Hotel accommodation costs shall also be included when, during a trip, one of the Insured Parties has to return later than the initially planned date as a result of medical quarantine, **provided that this extension of stay is prescribed by a doctor and approved by the Insurer's medical team.**

**In the event of the latter, the maximum amount covered shall be €100 per day in Spain, Andorra and Europe and €200 in the World, always up to a maximum of 20 days per Insured Party.**

#### **7.7 Early return due to the death or hospitalisation of a relative.**

If, during the the course of the trip, a relative of the Insured Party person dies or is hospitalised for a period of 2 (two) nights in their country of habitual residence (according to the definition of relative mentioned above), and: if the transportation chosen for the trip or their return ticket does not allow them to change the date, or if that ticket will charge surcharges or penalties for changing the date, the Insurer will cover the costs of a return ticket for the



Insured Party to the place their relative will be buried or hospitalised in the Insured Party's country of habitual residence.

Likewise, ARAG will cover a second ticket for the transportation of the person accompanying the Insured Party on that same trip, provided that this second person is insured by this policy.

#### **7.8 Early return due to serious damages at the Insured Party's usual residence or work premises**

Should a fire or water or gas leak occur at the Insured Party's usual residence (main or secondary) or work premises - if they are the director or manager or self-employed and work out of those premises - the Insurer will cover the expenses of a return ticket for them to return to that location.

#### **7.9 Sending urgent messages.**

The Insurer will cover the expenses of urgent messages issued by the Insured Party deriving from an event covered by this policy.

#### **7.10 Search and transport of luggage and personal effects**

In cases of lost checked baggage and personal effects, the Insurer will provide advice to the Insured Party to report the facts. If said objects were recovered, the Insurer will arrange for their transportation to the place where the Insured Party has travelled to or their home address.

#### **7.11 Theft and damage to luggage**

Coverage for damage and/or loss of the Insured Party's luggage or personal effects is guaranteed in cases of theft or robbery, total or partial loss caused by the carrier or fire or assault occurring during the course of the trip, **hasta the limit specified in the Particular Conditions and the insurance certificate.. In cases of theft, the maximum limit can never exceed €150.25.**

**This coverage excludes simple loss due to the Insured Party's fault, money, documents or valuables.**

**50% of the total luggage amount insured can be destined for the coverage of items whose use are for sports, cameras and photography, radio, sound, image devices or electronic equipment, as well as their accessories. Normal wear and tear of the item will be deducted from this reimbursement.**

In order to claim for damages in the case of theft or robbery, the following **documents** must be presented:

- Declaration of lost objects specifying the value and year of purchase**
- Report made to the competent authorities in the location the event occurred**
- Original invoice of lost objects**
- Original boarding pass**
- Luggage tag (original receipt of checked baggage)**
- Report and proforma invoice of reappearance of luggage**

**In incidents caused by the carrier, the original incident report (OIR), proof of non-recovery of luggage after 30 days from when it was lost and proof of compensation (stating the amount) or non-compensation must be provided.**

#### **7.12 Delay in the delivery of luggage**

The Insurer will reimburse the Insured Party - **up to the maximum amount of 150 euros** - for urgent purchases of essential clothing and items, when there is a **delay of more than 12 hours in the delivery of checked baggage**



**on arrival to their destination, exceeding the time specified in the particular conditions and insurance certificate, between the expected delivery time and the actual delivery time.**

**The origin of the trip is excluded as a destination for the return of items.**

The Insured Party must provide a photocopy of the airline ticket, a certificate of 'Irregularities in the Delivery of Baggage' provided by the carrier, and the original invoices for the personal and essential items acquired.

#### **7.13 Delivery of urgent medicines that cannot be found abroad**

The Insurer will be responsible for delivering the necessary medication prescribed by a doctor for the Insured Party's treatment that cannot be obtained in the place where the Insured Party is located.

#### **7.14 Delay of the trip because of transportation**

The Insurer will reimburse the Insured Party **up to the maximum limit of €140 (€28/day, max. 5 days)** for expenses incurred from a delay of the trip caused by the airline carrier or weather conditions, **provided this delay is greater than 12 hours from the scheduled time of departure.**

**The Insured Party must present:**

- **Copy of their ticket or boarding pass in case of an electronic ticket**
- **Certificate of incident issued by the airline**

#### **7.15 Missing connecting flights or transportation when travelling**

If the means of public transport chosen by the INSURED PARTY is delayed by a **minimum of four hours**, due to technical failure, weather, natural disasters, intervention by the authorities or other persons by force, or any cause of force majeure, and this delay results in missing a connecting transportation provided for in the ticket, the INSURER will pay **up to 300 euros** of the additional hotel, meal and transportation expenses that were incurred by the delay, **upon presentation of the supporting documents and invoices.**

**In no case can this compensation be accumulated with compensation for the coverages 'Delay of the trip because of transportation' and 'Assistance to passengers due to flight delay'.**

#### **7.16 Alternative transport due to missing connecting flights or transportation when travelling**

If the means of public transport chosen by the INSURED PARTY is delayed by a minimum of four hours, due to technical failure, weather, natural disasters, intervention by the authorities or other persons by force, or any cause of force majeure, and this delay results in missing a connecting transportation provided for in the ticket, the INSURER will pay **up to 500 euros** of the additional transportation expenses needed to return to the place of origin or for alternative transport to reach the intended destination, **upon presentation of the supporting documents and invoices.**

**In no case can this compensation be accumulated with compensation for the coverages 'Delay of the trip because of transportation' and 'Alternative return transport'.**

#### **7.17 Loss of contracted services**

If the means of public transport chosen by the INSURED PARTY is delayed by technical failure, weather, natural disasters, intervention by the authorities or other persons by force, or any cause of force majeure, and this delay



results in the INSURED PARTY losing part of their contracted services, such as excursions, visits, hotel nights or meals, the INSURER will reimburse **up to 200 euros** of the amount of such services not enjoyed.

**This circumstance must be verified through documentation related to those contracted services.**

#### **7.18 Repatriation due to airline bankruptcy**

ARAG will cover the cost of a ticket to the Insured Party's habitual residence should the airline carrier cancel their services as a result of bankruptcy or insolvency.

**The maximum economic limit for this coverage is set at 750 euros per Insured Party.**

**There is no right to this compensation when the airline was insolvent or it was known that they would soon be insolvent on the date the trip was booked and/or paid for.**

The Insurer, in the case of compensation payment, shall replace the Insured Party in rights and actions, up to the limit of the amount paid, to claim against the carrier company.

#### **7.19 Cancellation of trip due to delay of more than 24 hours**

When the start of the Insured Party's trip is **delayed by more than 24 hours**, due to: adverse weather conditions, mechanical breakdown or technical failure of the aeroplane, train or ship, strike, labour mobilisation or safety alert (provided that these were not known at the time the policy was taken out or the trip was booked, and it was therefore difficult to assume that the trip would be affected) and the Insured Party decides to not continue with the trip, the Insurer will cover up to **a maximum of €400 for hotel expenses and/or travel back to their habitual residence for not starting the planned trip.**

For this, it is essential for the Insured Party to present documentation issued by the carrier explaining the reason for the delay, as well as an invoice of the indicated expenses.

#### **7.20 Late arrival resulting in loss of departure**

When the start of the Insured Party's trip is delayed because of an accident or breakdown in their public transport or their own, or a serious accident on the highway, **the Insurer will reimburse up to a maximum amount of €400 for hotel and travel expenses (not including meals or drinks) to start the trip.**

This coverage is not valid if the Insured Party fails to comply with the schedules made available by the transport company or travel agency (arriving 120 min before departure time) or any circumstance not mentioned in this policy.

#### **7.21 Management of expenses for lost or stolen important documents:**

In cases the Insured Party's passport or visa is lost or stolen, and that incident occurs during their trip and stay in the country of destination, the Insurer will cover any duly justified and necessary costs of managing and obtaining substitution documents issued by official bodies, **up to the maximum limit of €200. Damages resulting from the loss or theft of the aforementioned objects or their improper use by third parties are not subject to this coverage and, consequently, no compensation will be paid for them.**

#### **7.22 Travel Cancellation**

The Insurer will reimburse, **up to the limit indicated in this policy's Particular Conditions and subject to the specific exclusions of cancellation mentioned**, travel cancellation expenses generated by the Insured Party, invoiced according to the travel Agency or travel suppliers' general conditions, including administrative fees,



provided that the Insured Party has cancelled before commencement of their travel and for one of the following reasons occurring after the taking out the insurance, preventing them from travelling on the contracted dates:

1) Death, **hospitalisation of at least one night**, serious illness or serious bodily injury of:

- - The Insured Party, their spouse, defacto partner or person who lives with them, their ascendants and descendants in the first degree - parents, children, grandparents, grandchildren - brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law or in-laws.
- - The person responsible for, during the trip, people, children or disabled people under the Insured Party's care.
- - The Insured Party's direct substitute in their job, **provided that this circumstance results in a requirement from the Company in which they are employed preventing them from making the trip.**

For purposes of coverage, the following shall apply:

**Chronic, pre-existing, or congenital illnesses that have suffered imbalances or exacerbations prior to the 30 days leading up to the purchase of the policy or subsequent to the purchase of the said policy are covered, provided that they result in the death, hospitalization (for a minimum of one night), or serious illness of the insured travellers.**

**In the case of the family members described in the General Conditions of the policy and who are not insured, chronic, pre-existing, congenital, or degenerative illnesses are covered where there are alterations to their condition requiring out-patient treatment at the Accident & Emergency Department of a hospital or admission to hospital, after the purchase of the insurance.**

**The Insured Party must report the incident as soon as possible and as soon as it occurs, and the Insurer reserves the right to make a medical visit to evaluate coverage of the case and determine whether the cause really prevents the trip from taking place. However, if the illness does not require hospitalisation, the Insured Party must report the incident within 72 hours following the event that caused the cancellation of the trip.**

2. A serious incident occurring at the Insured Party's usual residence (main or secondary) or work premises - if they are the director or manager or self-employed and work out of those premises - **within four weeks before the start of the trip and after the date this insurance was taken out, while their presence on the start date of the trip is also essential.**

3. The dismissal of the insured person, not at the end of their employment contract.

4. The Insured party being summoned as a witness or to serve on a jury in court. **Those cases where the insured party was cited before contracting the trip and insurance are excluded from coverage.**

5. The Insured Party starting a new job, in a different company and with an employment contract lasting **more than SIX MONTHS**. The new job must necessarily start **after registering the travel and, therefore, after taking out this Insurance policy.**

6. Delivery of a child for adoption.

7. An organ transplant for the Insured Party or any of their relatives, as described above.

8. Being selected as a polling station staff member for state, autonomous, municipal or European elections.

9. Calls for official examinations (either as someone who will sit these exams or as a member of the Tribunal for these exam) summoned through a public body **after the insurance has been taken out and when the dates coincide with the dates of the trip.**



10. Geographical transfer of the Insured Party's job, provided it implies a change of address during the dates scheduled for the trip and the Insured Party are employed by a company (not freelance). **The transfer must have been notified to the Insured Party after the insurance has been taken out.**

11. Police arrest of the Insured party for non-criminal causes, **occurring after the insurance has been taken out.**

12. A request for a personal tax audit, made by the Ministry of Finance, **whose dates coincide with the dates of the trip.**

13. Complications in a pregnancy, (provided they are not related to pre-existing illnesses) or miscarriage, which by their nature, prevent the completion of the trip. These complications must occur after the insurance has been taken out. **Births and complications after the 7th month of gestation (28 weeks) are excluded.**

14. Granting of official scholarships, when published through a public body, **after the insurance has been taken out and when the dates coincide with the trip.**

15. Judicial declaration of voluntary or necessary bankruptcy of a company owned by the Insured Party, **occurring after the insurance has been taken out and resulting in the Insured Party not being able to start the trip.**

16. Cancellation of the trip because the Insured Party will travel on a similar trip won in a public contest and declared before a Notary.

17. Judicial summons for proceedings of a divorce that was agreed **after arranging the travel and coinciding with the dates of the trip.**

18. Summons to present and sign official documents by a competent authority, the request for which is received **after the insurance has been taken out and which obliges the Insured Party to attend during the dates the trip is scheduled.**

19. When the Insured, Party, their partner, ascendants and descendants up to the second degree, parents, children, siblings, grandparents, grandchildren, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, in-laws, companion or their professional substitute, receives a call from a Hospital Centre, for a scheduled surgery (on a waiting list at a Public Health Centre), and provided **such notification is received after the insurance has been taken out and that it prevents the completion of the trip.**

20. Declaration of state of emergency in the Insured Party's city of residence or destination of the trip.

21. Any serious illness of **children under 48 months** who are insured by this policy.

22. Cancellation of a wedding ceremony, when the purpose of the Insured travel was for a honeymoon.

23. Theft of documentation or luggage that makes it impossible for the trip to start, such as inside a transport area (bus or train station, port or airport).

24. Presentation of a Redundancy document that directly affects the Insured Party as an employee and shows their workday being totally or partially reduced. **This circumstance must occur after the insurance was taken out.**

25. Failure of a means of transport that prevents the Insured Party's arrival at their planned Hotel/Spa within a maximum of 48 hours.

26. Act of aerial, terrestrial or naval piracy that makes it impossible for the insured party to start their trip.

27. Cancellation of the trip by the person who was to accompany the Insured Party and who is covered by this policy, provided that the cancellation is due to one of the causes listed above.





28. Official summons of the Insured Party to perform emergency services such as for the military or a medical or public body.

29. Non-granting of visas for unjustified reasons. **This point is expressly excluded when the Insured party has not made the necessary arrangements to obtain a visa within the term and manner for granting them.**

30. Extension of the Insured Party's employment contract

31. If the Insured Party is forced to cancel their trip due to duly justified insolvency of any of the contracted travel suppliers, **the Insurer will reimburse up to a maximum of 75% of the insured Cancellation capital.** If the supplier can be replaced by another, but such a situation has generated expenses, **the Insurer will reimburse up to a maximum of 75% of the insured capital with regard to the Cancellation Insurance.**

32) Due to the INSURED PARTY testing positive via medical tests for coronavirus disease (COVID-19), provided that isolation via medical quarantine is required or the illness is considered serious, and provided that a medical prescription is issued within 12 days prior to the start of the trip.

33) Due to serious coronavirus disease (COVID-19) on the part of a first degree relative.

34) Due to side effects suffered by the Insured Party as a consequence of a coronavirus vaccine authorised by the WHO, when said side effects, in the opinion of the Insurer's medical team, make it impossible to begin the trip on the planned date.

35) Due to medical quarantine prescribed by a doctor, when the dates of same prevent the trip from being taken. The Insured Party shall be required to provide a medical certificate attesting that they have been instructed to isolate.

36) Duly accredited and unforeseen change to the permission to take annual leave previously granted by the company with which the Insured Party has an employment contract.

**This cover must be purchased at the time the reservation is made or within 7 days thereof. If the said cover is not purchased within the period stated above, it is expressly agreed that the event giving rise to the claim must occur at least 72 hours after the day exact time and day when the insurance was purchased.**

**The circumstances giving rise to the cancellation of the trip must always occur after the insurance has been purchased.**

#### **7.23 Cancellation of the Insured Party's companion.**

The Insurer will cover, **up to €300**, any additional costs incurred by the concept of 'individual supplement' if the Insured Party decides to continue with the planned trip alone after their travel companion covered by this policy cancels their trip for any of the causes listed in the travel cancellation expenses. The maximum sum insured by this concept is indicated in the particular conditions and insurance certificate.

#### **7.24 Reimbursement of holidays not enjoyed**

This coverage will apply only when the INSURED PARTY must cancel their travels, once initiated, and return to their place of residence, for any of the repatriation or early return causes covered by this policy.

Also as a consequence of medically prescribed quarantine. The Insured Party shall be required to provide a medical certificate attesting that they have been instructed to isolate.



**Reimbursement of holiday expenses not enjoyed may not exceed the result of:** the insured capital - **under the concept of cancellation expenses - divided by the number of days for the contracted trip, multiplied by the number of days remaining after the Insured Party is repatriated** due to any of the reasons described above; , **or from the moment quarantine begins, up to the maximum limit of €3,000.**

#### **7.25 Claims for damages abroad.**

ARAG will cover claims for damages that the Insured Party may have suffered abroad as a pedestrian, driver of land vehicles without an engine, inside private vehicles and boats or passenger in any means of transport.

**This insurance does not cover claims for damages resulting from a breach of a specific contractual relationship between the Insured Party and the entity responsible for them.**

In the event of the Insured Party's death, claims may be made by their family, heirs or beneficiaries.

**The maximum reimbursement limit for this coverage is 3,000 euros.**

#### **7.26 Expenses incurred due to kidnapping**

In cases where the public transportation taken by the Insured Party is hijacked, ARAG will pay, as expenses and upon presentation of supporting documents, for the continuation of the trip or a return ticket home, **up to a maximum of 2,000 euros.**

#### **7.27 Assistance in air transport**

Assistance in case of flight delay and/or for alternative return transport in case of: airline technical failure, strike or social conflict, weather, natural disasters or interventions by the authorities or other persons by force as established by EC Regulation 261/2004 of the European Parliament and Council of February 11, 2004, establishing common standards.

##### **7.27.1 Assistance to passengers due to flight delay.**

The Insurer will cover the expenses caused by the airline carrier denying boarding or cancelling or delaying departure by more than four hours because of technical failure, strike or social conflict, weather or natural disasters or interventions by the authorities or other persons by force, up to the limit contracted and a **maximum per person of up to 30 euros for meals (maximum two meals/day), hotel accommodation up to 60 euros day and airport transport/accommodation up to 30 euros per stretch.**

**A maximum amount of 300 euros per Insured Party will be refunded. The maximum limit per claim is set at 6,000 euros**

##### **7.27.2 Alternative return transport**

The Insurer will cover transportation costs to return to the place of origin or alternative transport costs to the final destination, when the carrier company denies boarding or cancels or delays departure because of technical failure, strike or social conflict, weather or natural disasters or interventions by the authorities or other persons by force, up to the limit contracted. (Connecting transport must be programmed with a minimum margin of at least three hours.)

**A maximum amount of 450 euros per Insured Party will be refunded. The maximum limit per claim is set at 6,000 euros.**

This coverage is valid when the Insured Party departs from an airport located in a member state subject to the provisions of European Community Regulation No. 261/2004, as well as when departing from an airport located in a third country to another airport located in the territory of a Member State also subject to that regulation, unless



they enjoy assistance benefits or compensation in that third country, being an essential condition that the airline carrier responsible for the flight in question is a European community carrier company.

**In the event that one same occurrence is covered by more than one coverage in this policy, the Insurer will only use the one that most benefits the Insured Party.**

#### **7.28 Early return due to declaration of a state of emergency or border closure warning in the country of origin or destination.**

When, during the course of a trip, the Insured Party is obliged to interrupt said trip due to the declaration of a state of emergency or border closure warning in the country of origin or destination, the Insurer shall bear the costs of transporting the Insured Party and their insured companions (spouse and children under 25 who live with their parents, or two companions) to their home, provided that the return journey initially booked cannot be taken or changed.

### **ARTICLE III. LIMITATIONS OF THE CONTRACT, EXCLUSIONS**

#### **A. General Exclusions Regarding all Coverages**

- a) Coverages and benefits that have not been requested to the Insurer or that have been made without their prior agreement, except in cases of force majeure or those whose nature is impossible to demonstrate.
- b) Cases of war, demonstrations and social manifestations, acts of terrorism and sabotage, strikes, arrests by any authority for crimes not derived from traffic accidents, restrictions on free movement or any other case of force majeure, unless the Insured Party proves that the loss is not related to such events.
- c) Incidents caused by fraud carried out by the Insured Party, the Policyholder, the beneficiaries or persons travelling with the Insured Party.
- d) Practising any sports in the modalities not expressly covered in the policy's particular conditions
- e) Accidents or injuries that occur while carrying out official or private sports competitions as well as during training or contests and gambling, during the period that ranges from the start and end of the trip.
- f) Injuries and illnesses that occur during the period that ranges from the start and end of the trip while practising a manual profession, or injuries that occur during voluntary work for non-profit entities.
- g) Psychic, mental or nervous disorders with or without hospitalisation.
- h) The rescue of people in the desert and/or at sea.
- i) Claims due to radiation from transmutation, nuclear decay or radioactivity.
- j) Illnesses or injuries that occur as a result of chronic, pre-existing or congenital diseases, with risk of aggravation, as well as their complications and relapses.
- k) Suicide or illnesses and injuries resulting from intent or intentionally caused by the Insured Party, and those derived from Insured Party's direct or indirect criminal actions.
- L) Treatment for diseases or conditions caused by the intentional ingestion or consumption of alcohol, toxic substances (drugs), narcotics or the use of non-prescription medicines.
- m) Expenses of any type of prosthesis, dental work and pieces, glasses and contact lenses.
- n) Births and pregnancies, except unpredictable complications in the first seven months.
- o) Any type of medical or pharmaceutical expense that cost less than €10.
- p) Burial and ceremony expenses when transferring or repatriating the deceased Insured Party.
- q) Natural catastrophes.
- r) Any type of refund that is derived from a voluntary arrangement by the Insured Party/traveller with the transport company (air, sea or land).
  
- s) The use of medical aircraft except in Europe, countries bordering the Mediterranean or Jordan and always at the discretion of the Insurer's Medical Team.

**General Exclusions Regarding travel cancellation insurance.**



- 1) Aesthetic treatments, treatments, recommendations against travelling by air, or recommendations against vaccinating, inability to follow recommended preventive medicinal treatment in certain areas, voluntary interruption of pregnancy, alcoholism, consumption of drugs and narcotics, unless they have been prescribed by a doctor and consumed in the manner indicated.
  - 2) Psychic, mental or nervous disorders and depressions, with or without hospitalisation.
  - 3) Participation in competitions, contests, bets, fights, crimes, duels.
  - 4) Chronic, pre-existing or congenital illnesses of all travellers who have suffered decompensations or exacerbations within 30 days prior to contracting the policy, regardless of their age. This exclusion will not apply to cause 19).
  - 5) Chronic, pre-existing or congenital illnesses of the relatives, as described in the policy's General Conditions, who not being insured, do not suffer alterations in their condition that require emergency outpatient care in a hospital or hospital admission, after the insurance has been contracted.
  - 6) Epidemics or pollution in the country of destination.
  - 7) Non-presentation for any reason of essential documents needed for the trip (passport, airline tickets, certified vaccinations, visas), except as indicated in articles 23 and 29 of the cancellation coverage.
  - 8) Intentional acts, as well as self-harm caused intentionally, suicide or attempted suicide by the Insured Party.
  - 9) War, declared or not, riots, acts of terrorism, any effects from radioactivity, as well as the conscious disregard of official prohibitions.
  - 10) Insured Party's refusal to accept a visit from the medical expert established in section 1 of the travel cancellation insurance not initiated, when the Insurer requests that a medical expert visit the Insured Party.
  - 11) Risk pregnancies are excluded, if they existed in this or a previous pregnancy.
  - 12) Any accident that occurred due to any circumstance known at the time the trip was booked and/or the insurance was taken out that could reasonably have been thought to cause the cancellation of the trip.
  - 13) For the purposes of section 31 of the cancellation insurance, retail travel agencies and retail-wholesale travel agencies are not considered Service Providers, so they are not covered. Maximum accumulation per claim is 50,000 euros.
  - 14) For the purposes of "7.23 Travel Cancellation Expenses due to force majeure" (optional contract coverage), incidents resulting from this cause that take place after the established deadline (24 hours) prior to the departure of the trip are excluded.
- Incidents declared after the departure start date of the trip are also excluded.

#### **B. Exclusions regarding luggage:**

- 1) Insured Party's neglect, carelessness or inattention.
- 2) Loss, theft or damage to luggage contained in an unattended vehicle without signs of being interfered with by force.
- 3) Items that are not mentioned in the original report made to the police or public transport company.
- 4) Items that do not have a corresponding original invoice.
- 5) Loss, theft or damage as a result of intervention by Official Organisations or Legal Authorities.
- 6) Glasses, contact lenses, hearing aids, dental works, medications, orthopaedic devices.
- 7) Cash, credit cards, identity documents or official documents and valuables.
- 8) Normal wear from use.

#### **C. Exclusions regarding transportation assistance insurance.**

1. Reimbursement of any of the covered expenses that is derived from a voluntary arrangement by the Insured Party/traveller with the transport company
2. Reimbursement of any of the costs of an alternative return transportation that are generated before the start of the trip in Spain.
3. Voluntary bankruptcy of creditors, bankruptcy of the transport company, travel agency and/or entity organising the trip.
4. Overbooking by the travel agency and/or entity organising the trip.



**5. Incidents caused by fraud carried out by the Insured Party, the Policyholder, the beneficiaries or persons travelling with the Insured Party.**

**The maximum accumulation per incident established will be that occasioned by the flight, destination and day.**

#### **ARTICLE IV. ADDITIONAL PROVISIONS REGARDING ALL COVERAGES**

**For the Insurer to provide the services inherent in this policy, the Insured Party must request their intervention, from the moment the event occurs and before a maximum of 7 calendar days has passed, by calling the telephones numbers in the information provided that they will receive once the insurance has been taken out (collect calls are accepted).**

**The following must be included in the telephone communications requesting the provision of services:**

- Name of the Insured Party and the policyholder**
- Policy number**
- The location**
- Phone number**
- Type of assistance needed.**

**Once the emergency call is received, the Insurer will immediately start any necessary processes, in order to, through its International Network, assist the Insured Party, wherever they are.**

**It is the Insured Party's obligation to use all the means at their disposal to mitigate any consequences of an incident, according to Article 17 of the Law**

**In the event that injuries or illness cause a request for repatriation or transport, the Insured Party must inform the Insurer by telephone, telex or telegram and indicate:**

- Name**
- Address**
- The telephone number of the doctor and/or hospital that is treating them or where the patient is located.**

**In cases where medical, pharmaceutical and hospital assistance is required, the Insurer must be provided with the following supporting documents:**

- Certificate issued by a competent Medical Authority.**
- Invoices and fees.**
- Detailed declaration of the illness or accident**

**The Insurer must be immediately informed of any warnings, summons, requirements, letters, placements and, in general, all judicial or extrajudicial documents that are addressed to the Insured Party or the person responsible for an event covered by this insurance.**

**In cases of theft, report the incident to the local police authority within forty-eight hours from when the incident was known.**

**The Insurer is not responsible for delays or failures due to causes of force majeure or the special administrative or political characteristics of a given country. In any case, if due to force majeure or any of the other aforementioned causes it were not possible for the Insurer to intervene, the Insured Party will be reimbursed upon return to their habitual residence - or if necessary, as soon as they are in a country where the above circumstances do not occur - for any expenses incurred that are insured by presenting the corresponding supporting documents.**

**Except for the situations mentioned above, the Insurer must be immediately notified of the accident that has occurred, and any medical and health transport expenses must be agreed between the doctor of the hospital centre treating the Insured Party and the Insurer's Medical Team.**



**In regard to transport or repatriation expenses and in the event that the Insured Parties are entitled to reimbursement for the unconsumed part of their return ticket (air, sea, etc.), said reimbursement shall revert to the Insurer.**

**The compensations agreed for the aforementioned coverages will be effective regardless of the existence of other insurance. These compensations are subject to the insurer's right to replace the Insured Party in other contracts they might have covering the same risks, Social Security benefits or any other collective pension scheme.**

#### **8. Limits**

ARAG will cover the expenses contained herein, within the established limits and up to the maximum amount contracted in each case. In the case of events that have the same cause and have occurred at the same time, they will be considered one single loss.

ARAG will be obliged to pay the claim, except in the event that the loss was caused by the Insured Party's bad faith.

For cover that involves payment of monetary compensation, ARAG is bound to pay said compensation upon conclusion of the investigations and expert reports required to establish the existence of the incident. In all cases, and within 40 days from receipt of the declaration of the incident, ARAG shall pay the minimum amount of what it may owe, in accordance with the circumstances that are known to it. If, within three months from when the incident occurs, ARAG has not paid said compensation and there is no justified cause for not doing so or the cause is attributable to them, the compensation shall be increased by a percentage equal to the legal interest rate in force at that time, plus 50%.

#### **9. Declaration of an incident**

When an incident requiring the use of this policy occurs, it is essential that **the Insured Party notifies it to ARAG's emergency telephone service**, indicating the name of the Insured Party, policy number, location and phone number of the location and the type of assistance that is needed. This communication may be made with a collect call.

#### **10. Additional provisions**

**The Insurer will not assume any responsibility for claims that have not been requested or that have been made without their prior agreement**, except in cases of duly justified force majeure.

When the direct intervention of ARAG is not possible in the provision of the services, the latter will be obliged to reimburse the Insured Party for the expenses duly credited that derive from such services, within the maximum period of 40 days from the presentation of the same.

**In any case, the Insurer reserves the right to request from the Insured Party any reasonable documents or evidence in order to process payment of the requested compensation.**

#### **11. Subrogation**

Up to the amount of the total disbursed in compliance with the obligations derived from this policy, ARAG shall replace the Insured Party, their heirs or any other of their beneficiaries in the rights and actions that correspond to them when acting against liable third persons, physical or legal, as a consequence of the loss that caused the assistance provided.



In particular, this right may be exercised by ARAG against passenger road, maritime or airline transport companies, when acting for the total or partial refund of the cost of tickets not used by the Insured Party(s).

## **12. Prescription**

**Claims deriving from the insurance contract shall be barred after two years in the case of damage insurance and after five years for personal insurance.**

## **13. Indication**

**If the content of this policy differs from the insurance request or the agreed clauses, the Policyholder may request that the Company rectifies the error within one month, starting from the date the policy is signed. If this period elapses without the Policyholder making such a request, the provisions of the policy will be followed.**

## **14. Complaints**

ARAG S.E., Subsidiary in Spain, has as- ARAG Traveller Plus Assistance Hotels 27 signed the Customer Service Department (c/Roger de Flor, 16, 08018– Barcelona, e-mail: [dac@arag.es](mailto:dac@arag.es), website: [www.arag.es](http://www.arag.es)) to address and resolve any complaints that are related to policyholder's legal interests and rights; they will be handled and resolved within a maximum period of one month from submission.

In case of disagreement with the resolution adopted by the Customer Service Department, or if the period of one month elapses without having received a response, the claimant may contact the General Directorate of Insurance and Pension Funds, Claims Service (Paseo de la Castellana, 44, 28046 - Madrid, telephones: 902 19 11 11 or 952 24 99 82, website: [www.dgsfp.mineco.es](http://www.dgsfp.mineco.es))



## SUPPLEMENTARY PERSONAL ACCIDENT INSURANCE

### DEFINITIONS:

**Accident:** An accident is understood to be bodily injury derived from a violent, sudden, external cause, unintended by the Insured, which results in total or partial permanent disability, or death.

**Permanent disability:** Permanent disability is understood to be the organic or functional loss of the extremities or faculties of the Insured with the severity described in these General Conditions, recovery from which is not foreseeable in the opinion of the medical experts appointed pursuant to the law.

**Sum insured:** The amounts established in the General and Particular Conditions, the maximum limit of compensation to be paid by the Insurer in the event of a claim.

**Disagreement over the assessment of the degree of disability:** If the parties agree on the amount and the form of compensation, the Insurer shall pay this amount. **If there is disagreement, the conditions included in the Insurance Policy Contract Act shall apply.**

### PAYMENT OF COMPENSATION:

a) The Insurer is obliged to pay the compensation at the conclusion of any investigations and expert reports which may be necessary to establish the existence of the accident and, where applicable, the amount payable in respect of the same. In all cases, the Insurer must, within forty days from receipt of the report of the accident, pay the minimum amount for which it may be liable, according to the circumstances known to it.

b) If, within three months of the occurrence of the accident, the Insurer has not made reparation for the damage or paid the monetary compensation due for causes which are not justified or are attributable to it, the compensation shall be increased by a percentage equivalent to the legal interest on money in force at that time, increased in turn by 50%.

c) To obtain payment in the event of death or permanent disability, the Insured or the Beneficiary must send the Insurer the supporting documents indicated below, as appropriate:

#### c.1. Death:

- Death certificate.
- Certificate of the General Register of Last Wills and Testaments.
- Will, if existing.
- Executor's certification as to whether beneficiaries of the Policy are designated in the will.
- Document accrediting the identity of the beneficiaries and the executor.
- If the beneficiaries are legal heirs, the inheritance certificate issued by the relevant court will also be necessary.
- Letter of exemption from inheritance tax or confirmation of its payment, if applicable, duly completed by the relevant administrative body.

#### c.2. Permanent disability:

- Medical certificate of disability stating the type of disability resulting from the accident.





## PERSONAL ACCIDENT INSURANCE

The Insurer guarantees, **up to the amount established in the Particular Conditions of the Policy, and subject to the exclusions specified in these General Terms and Conditions**, payment of any compensation to which the Insured may be entitled in the event of death or permanent disability as a result of accidents suffered by the Insured when travelling or staying away from the latter's usual place of residence.

**Persons over 70 years of age are not covered. In the case of children under 14 years of age, the risk of death is only guaranteed for up to €3,000 to cover funeral expenses, and the risk of permanent disability up to the sum stated in the Particular Conditions.**

The amount of compensation will be established as follows:

a) In the event of death:

When it is proven that death, **immediate or occurring within one year of the incident**, is the result of an accident whose consequences are covered by the Policy, **the Insurer shall pay the sum specified in the Particular Conditions.**

If, after the payment of compensation for permanent disability, the Insured dies as a result of the same incident, the Insurer will pay the difference between the amount paid for disability and the amount insured in the event of death, if this amount is higher.

b) In the event of permanent disability:

The Insurer will pay the total insured amount if the disability is total or a proportional part according to the degree of disability if it is partial.

For assessment of the respective degree of disability, the following table is applied:

b.1 - Loss or loss of use of both arms or both hands, or one arm and one leg, or one hand or one foot, or both legs, or both feet, total blindness, total paralysis or any other injury which makes it impossible for the Insured to work in any occupation: 100%

b.2 - Loss or total disability:

- Affecting an arm or hand	60%
- Affecting a leg or foot	50%
- Complete deafness	40%
- Affecting the movement of a thumb or index finger	40%
- Loss of sight in one eye	30%
- Loss of a thumb	20%
- Loss of an index finger	15%
- Deafness in one ear	10%
- Loss of any other finger	5%

In cases not provided for above, and for partial losses, the degree of disability will be established in proportion to its seriousness compared with the disabilities stated. **Compensation can never exceed that for total permanent disability.**

**The degree of disability must be definitively established within one year of the date of the accident.**

**For the purposes of assessing the effective disability of a limb or an organ, the professional situation of the Insured will not be taken into consideration.**

If, the Insured had a bodily disability before the accident, the level of disability caused by this accident cannot be classified as more severe than that which would apply if the victim had no such pre-existing disability.



The total permanent functional loss of use of a limb shall be treated as equivalent to total loss of the limb.

## **EXCLUSIONS**

The following are not covered by this guarantee:

- a) **Bodily injuries occurring in a state of mental derangement or when the Insured is suffering from paralysis, apoplexy, diabetes, alcoholism, drug addiction, disorders of the spinal cord, syphilis, AIDS, encephalitis and, in general, any injury or illness reducing the physical or mental capacity of the Insured.**
- b) **Bodily injuries resulting from criminal acts, provocation, fights - except in cases of legitimate self-defence - and duels, carelessness, bets and any other risky or reckless enterprise, and accidents due to the events of war, even when it has not been declared, popular unrest, earthquakes, floods and volcanic eruptions.**
- c) **Illness, hernia, lumbago, intestinal strangulation, complications affecting varicose veins, poisoning or infection not caused directly and exclusively by an injury covered by the guarantees of the Policy. The consequences of unnecessary surgical procedures or treatment following accidents and treatment related to personal care.**
- d) **The practice of the following sports: Speed or endurance races, aeronautical ascents and journeys, rock-climbing, caving, hunting on horseback, polo, wrestling or boxing, rugby, undersea fishing, skydiving and any other game or sport with a high level of risk.**
- e) **The use of two-wheeled vehicles with engine capacity greater than 75 c.c.**
- f) **The exercise of a professional activity that is not commercial, artistic or intellectual.**
- g) **Any person who intentionally brings about an incident giving rise to a claim is excluded from the benefits of the cover provided by this Policy.**
- h) **The aggravation of accidents occurring before the policy is formalised is not included.**

## **CUMULATIVE MAXIMUM:**

**The maximum compensation under this Policy for a single incident shall not exceed €1,200,000.**

## **COMPENSATION BY THE CONSORCIO DE COMPENSACION DE SEGUROS FOR LOSSES DERIVED FROM EXTRAORDINARY EVENTS IN THE INSURANCE OF PERSONS.**

In accordance with the provisions of the revised text of the Legal Statute of the Consorcio de Compensación de Seguros, approved by Royal Legislative Decree 7/2004, of 29 October, the holder of an insurance policy of the type which is required to include a surcharge in favour of the Consortium may arrange cover for extraordinary risks with any insurance company that meets the conditions required by current legislation.

Compensation related to claims arising from extraordinary events occurring in Spain and abroad, when the insured party has his/her habitual residence in Spain, will be paid by the Consorcio de Compensación de Seguros if the policyholder has paid the corresponding surcharges and any of the following situations applies:

- a) **The extraordinary risk covered by the Consorcio de Compensación de Seguros is not covered by the insurance policy contracted with the insurance company.**
- b) **Even though it is covered by said insurance policy, the obligations of the insurer could not be fulfilled because it**



has been declared legally bankrupt or is subject to a liquidation procedure supervised or assumed by the Consorcio de Compensación de Seguros.

The Consorcio de Compensación de Seguros will act in accordance with the provisions of the aforementioned Legal Statute, those of Act 50/1980, of 8 October, regarding Insurance Contracts, those of the Regulations on Insurance for Extraordinary Risks, approved by Royal Decree 300/2004 of 20 February, and its additional provisions.

### **Summary of the legal regulations:**

#### **1. Extraordinary events covered:**

a) The following natural phenomena: earthquakes and seaquakes; extraordinary flooding, including giant waves; volcanic eruptions; atypical cyclones (including extraordinary winds with gusts of over 120km/h, and tornados); and the fall of astral bodies and meteorites.

b) Violent events occurring as a result of terrorism, rebellion, sedition, mutiny and popular disturbances.

c) Action by the Armed Forces or the Security Forces in peacetime.

Atmospheric and seismic phenomena, volcanic eruptions and the fall of astral bodies will be certified, at the request of the Consorcio de Compensación de Seguros, through reports issued by AEMET (the State Meteorological Agency), the Instituto Geográfico Nacional and other public bodies with authority in the field. In the case of events of a political or social nature, or in the event of damage caused due to situations or action involving the Armed Forces or the Law Enforcement Agencies in times of peace, the Consorcio de Compensación de Seguros will obtain information on the occurrences from the relevant jurisdictional and administrative bodies.

#### **2. Risks excluded:**

a) Those which do not give rise to compensation according to the Insurance Policy Contract Act.

b) Those caused to persons insured under insurance policies other than those in which the surcharge for the Consorcio de Compensación de Seguros is compulsory.

c) Those caused by armed conflicts, even if there has been no official declaration of war.

d) Those derived from nuclear power, notwithstanding the provisions of Act 12/2011, of 27 May, on civil liability for nuclear damage or damage produced by radioactive material.

e) Those arising from phenomena of a different nature from those indicated in Section 1.a) above, and in particular those caused by a rise in the water table level, the movement of hillsides, landslides or land subsidence, rock falls and similar phenomena, unless these were manifestly caused by the action of rainwater that has caused an extraordinary flood situation in the area and these events occurred at the same time as said flood.

f) Those caused by tumultuous activities occurring during the course of meetings and demonstrations held in accordance with Organic Law 9/1983 of 15 July, regulating the right of assembly, or during the course of legally constituted strikes, unless the aforementioned activities could be categorised as extraordinary events of the type referred to in section 1.b) above.

g) Those caused by a lack of good faith on the part of the Insured.



**h) Those corresponding to incidents occurring before the payment of the first premium or when, in accordance with the provisions of the Insurance Contracts Act, cover by the Consorcio de Compensación de Seguros has been suspended or the insurance has been cancelled because of failure to pay the premiums.**

**i) Incidents that, because of their magnitude and seriousness, are classified by the National Government as a "national disaster or catastrophe".**

### **3. Scope of cover.**

1. Cover for extraordinary risks will apply to the same people and involve the same sums insured as has been established in the policy for the purposes of ordinary risks.

2. In life insurance policies which, in accordance with the provisions of the contract and with the regulations concerning private insurance, are subject to mathematical reserves, cover by the Consorcio de Compensación de Seguros will comprise the capital at risk for each insured party; i.e., the difference between the sum insured and the mathematical reserve which the insurer issuing the policy must have established. The sum corresponding to this mathematical reserve will be payable by the aforementioned insurance company.

#### Reporting damage to the Consorcio de Compensación de Seguros

1. Requests for compensation for damage, cover for which corresponds to the Consorcio de Compensación de Seguros, shall be made through communication to said Consortium by the Policyholder, the Insured or the beneficiary of the policy, or by the party acting on behalf of the aforementioned, or by the insurance company or the insurance broker with whom the insurance was contracted.

2. Damage may be reported and information obtained regarding the procedure and the status of claims as follows:

- By calling the Consorcio de Compensación de Seguros Call Centre (952 367 042 or 902 222 665).

- Via the website of the Consorcio de Compensación de Seguros: [www.conorseguros.es](http://www.conorseguros.es)

3. Damage valuation:

The assessment of damage that can be compensated in accordance with insurance legislation and the content of the policy shall be carried out by the Consorcio de Compensación de Seguros, which will not be bound by any assessment that may have been made by the insurance company providing cover against ordinary risks.

4. Payment of compensation:

The Consorcio de Compensación de Seguros will pay compensation to the beneficiary of the policy by bank transfer.



## **SUPPLEMENTARY CIVIL LIABILITY INSURANCE**

### **DEFINITIONS:**

**Sum Insured:** The amounts established in the Particular and General Conditions, the maximum limit of compensation to be paid by the Insurer in the event of a claim.

**Obligations of the Insured:** In the event of an incident involving Civil Liability, the Policyholder, the Insured, or their rightful claimants, must not accept, negotiate or reject any claim without express authorisation from the Insurer.

### **PAYMENT OF COMPENSATION:**

**a)** The Insurer is obliged to pay compensation on completion of the investigations and expert appraisals required to establish the existence of the incident leading to the claim and, where applicable, the amount due. In all cases, the Insurer must, within forty days from receipt of the report of the accident, pay the minimum amount for which it may be liable, according to the circumstances known to it.

**b)** If, within three months of the occurrence of the incident, the INSURER has not made reparation for the damage or paid the compensation due, for causes which are not justified or are attributable to the INSURER, compensation shall be increased by a percentage equivalent to the legal interest rate in force at the time, increased in turn by 50%.

## **PRIVATE CIVIL LIABILITY INSURANCE**

### **1. Private civil liability**

The Insurer shall assume, **up to the limit indicated in the Particular Conditions and excluding the cases specified in the General Conditions**, any monetary compensation that, while not constituting a personal or supplementary sanction for civil liability, may be required of the Insured pursuant to Articles 1,902 to 1,910 of the Civil Code or similar provisions included in foreign legislation, and which the Insured is obliged to pay as being civilly liable for bodily injury or material damage caused unintentionally to third parties in their persons, animals or belongings.

This limit includes the payment of court fees and costs and any legal bonds or bail required of the Insured.

### **2. EXCLUSIONS**

**The following are not covered by this guarantee:**

- a) Any type of liability incurred by the Insured for the driving of motor vehicles, aircraft and boats, or for the use of firearms.**
- b) Civil liability derived from situations related to professional or political activity or involvement in trade unions or other associations.**
- c) Fines or sanctions imposed by Courts or authorities of all types.**
- d) Liability as a result of the practice of professional sports and the following activities, even at amateur level: mountaineering, boxing, bobsleighbing, caving, judo, skydiving, hang-gliding, gliding, polo, rugby, archery, yachting, martial arts and motor sports.**
- e) Damage to objects entrusted to the Insured for any reason.**



## **INCLUSION OF SUPPLEMENTARY INSURANCE FOR CIVIL LIABILITY**

### **ANNEX TO GENERAL CONDITIONS**

The teachers or tutors forming part of the insured group, the following guarantee will also be covered:

#### **1. Civil liability of the teacher or tutor**

The Insurer shall assume, **up to the limit contracted and specified in the Particular Conditions of the policy, and excluding the cases specified in the General Conditions**, any monetary compensation that may be required of the Insured pursuant to Articles 1,902 to 1,910 of the Civil Code, or similar provisions included in foreign legislation, which the Insured is obliged to pay as being responsible for the group of students he/she accompanies on the trip, in connection with civilly liability for bodily injury or material damage caused unintentionally to third parties in their persons, animals or belongings.

**The following will not be considered as third parties: the Policyholder, persons insured under the same policy, for the same trip and group, and relatives of any of the foregoing.**

Within this limit is the payment of the legal fees and expenses as well as the constitution of the legal bonds required from the Insured.

#### **2. Modification:**

The content of section b) of Article 2 "Exclusions" is modified as follows:

**b) Civil liability derived from any activity related to professional or political matters, trade unions or associations, with the exception of the guarantee related to the Civil Liability of the teacher or tutor.**