



# → General Conditions





**MAPFRE**

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# Travel Assistance Insurance Policy **SEGURVIAJE**

In accordance with the provisions of the Insurance Contract Act (Law 50/80 of October 8), the exclusions and clauses limiting the rights of the insured parties contained in the General Conditions of this policy are worded in bold.



## TRAVEL RECOMMENDATIONS

Always carry the MAPFRE ESPAÑA phone number and your policy number with you. If you are going to travel in Europe, be sure to get the European Health Insurance Card (EHIC) at your Social Security office.

Carefully read this policy, including the policy's general exclusions and the specific exclusions of each coverage and guarantee.

Please read through the recommendations on your destination country that are available to travelers on the Ministry of Foreign Affairs website.

### How is the policy used?

If there is an emergency or you need to use the policy, contact **MAPFRE ESPAÑA, and provide your name, policy number, your location, and your telephone number.**

**Accident or illness:** in case of emergency, go immediately to an appropriate hospital center. If it is not an emergency, first call **MAPFRE ESPAÑA.**

Keep in mind that the quality of health services will depend on the degree of development in the country where you require medical care.

**Definitive total or partial loss or destruction of baggage checked on flights:**

- a. Before leaving the luggage reclaim area, request **the Property Irregularity Report (PIR).**
- b. You must present a **complaint in writing** to the Airline following the periods of time established by each Airline.
- c. Make a list of the contents inside your luggage.

**Theft, total or partial loss, or external damage to baggage left in the care of the carrier:**

- a. You must report the incident to the police where the incident occurred, including a list of your luggage's contents and its monetary value. Acquire a certificate of this police report.
- b. You must present a **complaint in writing** to the Transportation company following the periods of time established by each Company. Keep a copy of this claim.
- c. Make a list of the contents inside your luggage.

**Total or partial theft of your unchecked baggage or personal effects:**

- a. You must report the incident to the police where the incident occurred, including a list of the objects and their economic value. Acquire a certificate of this police report.

# Travel Recommendations

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## **Delay in the departure of the mode of transportation or missed connections:**

- b. You must present a **complaint in writing** to the Transportation company following the periods of time established by each Company.
- b. Obtain a certificate from the carrier that conveys the real-time of departure and the cause of the delay.
- c. Keep the invoices of additional expenses incurred during the delay.

**Trip cancellation:** As soon as you are aware of the impossibility to start your trip due to a cause included in your policy, go to your travel agency and cancel the trip, obtaining the document that confirms the cancellation and report the situation immediately.

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# General Conditions

## INTRODUCTION

### ARTICLE 1. INTRODUCTORY ARTICLE

This policy is governed by the provisions set forth in the General, Specific and Special Conditions, and, unless agreed upon otherwise, in the manner most beneficial for the Insured Party, by the Insurance Contract Act (Law 50/80 of 8 October) and the Insurance and Reinsurance Entity Organization, Supervision and Solvency Act (Law 20/2015 of 14 July) and the implementing regulations thereof.

### ARTICLE 2. DEFINITIONS

MAPFRE ESPAÑA, COMPAÑÍA DE SEGUROS Y REASEGUROS, S.A.'s registered office is in Spain and its activity is supervised and monitored by the Spanish Ministry of Economy and Finance through the General Directorate for Insurance and Pension Funds.

The following definitions apply for the purposes of this contract:

- **Accident:** bodily injury arising from a sudden, violent cause that is external and beyond the Insured Party's control and which occurs during the term of the contract. For the purposes of the insurance, the following will also be considered accidents:
  - a) Asphyxia or internal injuries resulting from gases or vapors, immersion or submersion, or by ingestion of non-food fluids or solids.
  - b) Infections arising from an accident covered by the policy.
  - c) Injuries resulting from surgical procedures or medical treatments required as the result of an accident covered by the policy.
  - d) Injuries sustained during legitimate defense.

**Unless expressly agreed otherwise, heart attacks and other similar cardiovascular or cerebrovascular events shall not be considered an "accident" for the purpose of the insurance.**

- **Beneficiary:** person or persons for whom the Policyholder or, where applicable, the Insured Party recognizes the right to receive the assistance included in the risk covered or, where pertinent, to receive the corresponding sums of the compensation included in the coverage in the policy purchased.
- **Bodily harm:** bodily injuries to or death of individuals.

# General Conditions

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- **Claimable event:** any event with consequences that are totally or partially covered by the guarantees of this policy. The series of damages resulting from a single event constitutes a single claimable event per policy.
- **Damages:** financial losses incurred as a direct consequence of bodily harm or material damage to a third party subject to compensation.
- **Emergency:** need for medical attention for serious illness or injury requiring urgent and immediate medical care.
- **Family members:** only the Insured Party's spouse, common law partner, children, parents, grandparents, siblings, grandchildren, parents-in-law, sons- and daughters-in-law and brothers- and sisters-in-law are considered family, unless otherwise stated for each Coverage or Guarantee. The legal guardians of the Insured Party will also be considered family members.
- **Group policy:** a policy through which the Policyholder, normally a legal person, takes out coverage for specific Insured Parties and/or Beneficiaries, normally customers or employees of the Policyholder. The Policyholder takes out the coverage, its restrictions, and its limits from the Insurance Company, in accordance with the risks that the Policyholder wishes to be protected by the Insurer regarding the Insured Parties and/or Beneficiaries. The Policyholder accepts the responsibility of informing the Insured Parties and/or Beneficiaries covered by the policy of its coverage, restrictions, and/or limits.
- **Illness:** any health condition which is diagnosed and confirmed by a legally recognized physician throughout the duration of the policy.
- **Insured Party:** each person included in the policy with the right to receive the insurance benefits. For Group Policies, this consideration will be granted to the individuals included in the list or notifications sent by the Policyholder to the Company prior to the start of the coverage.

For "family" type **SEGURVIAJE** policies, the Insured Party shall include the Insurance Holder, their spouse and/or common law partner, and single children under 30, provided that they are dependent on the insurance holder and reside at the same address.
- **Insured sum:** the amount established in the policy's Specific Conditions or, when applicable, the Special Conditions that represents the maximum value of compensation for each of the guarantees, for each Insured Party, and for each claimable event, with the exception of annually or seasonally contracted policies, with coverage for more than one trip. For guarantees of trip cancellation expenses and costs of cancellation due to extraordinary causes, instead of the insured sum being applied by claim, the possible insured sum will apply to all claims with the right to coverage in each annual or seasonal period.

- **Insurer or Company:** MAPFRE ESPAÑA, COMPAÑÍA DE SEGUROS Y REASEGUROS S.A, referred to as “the Company” in these General Conditions.
- **Limit:** the amount established in the policy’s Specific Conditions, or when applicable, in the Special Conditions that represents the maximum limit of benefits (monetary, time, or another type) covered by the guarantee.
- **Monitor:** the person responsible for the care and protection of a group of minors or people with disabilities, both on the grounds of a school and when field trips or similar trips take place.
- **Object of value:** jewelry, watches, objects made of noble metals, fur clothing, paintings, works of art, silver and metalworking in precious metals, unique objects, cellular telephones and their accessories, cameras and photography and video equipment, radio systems to record or reproduce sound or images and their accessories, any type of IT material, remote-control models and accessories, rifles, hunting shotguns, as well as their sight accessories.
- **Orthopedic material or orthosis:** anatomic parts or elements of any nature employed to prevent or correct temporary or permanent body deformations (canes, cervical collars, wheelchairs, etc.).
- **Osteosynthesis material:** parts or elements made of metal or otherwise used for joining the ends of a fractured bone, or to weld joint ends together through surgical intervention and may be re-usable.
- **Pet:** dog or cat belonging to the Insured Party and identified in the REIAC—Red Española de Identificación de Animales de Compañía (Spanish Network of Pet Identification).
- **Policy:** document containing the regulatory conditions of the insurance. Integral parts of the policy are the Insurance Application; the General Conditions; the Specific Conditions that customize the risk; the Special Conditions, if applicable, and the Supplements or Appendices issued to complete or modify the policy.
- **Policyholder:** the person who enters into this contract with the Company and to whom the obligations derived hereof correspond, with the exception of obligations corresponding expressly to the Insured Party and/or beneficiary.
- **Pre-existing illnesses:** Any illness that was being treated or was known to the Insured Party or their family members before commencing the trip and/or taking out the policy is considered to be pre-existing.
- **Premium:** The price of the insurance that the Policyholder must pay to the Insurance Company as compensation for the coverage of risks provided by the Insurer. The premium fee shall also include the legally applicable surcharges and taxes that may be passed on to the Policyholder.

# General Conditions

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- **Property damage:** impairment or destruction of inanimate objects and damage done to animals.
- **Prosthesis:** any element of any nature that temporarily or permanently replaces the absence of an organ, tissue, organic fluid, member or part thereof. By way of example, mechanical or biological elements shall be included in this group, e.g., cardiac valve replacements, joint replacements, synthetic skin, intraocular lenses, glasses, biological materials (cornea), synthetic or semi-synthetic fluids, gels or liquids for replacing bodily humors or organic liquids, medication reservoirs, portable oxygen therapy systems, etc., with the exception of crutches prescribed as a result of skiing accidents, in policies contemplating this guarantee.
- **Robbery:** the taking of the property of others with the use of violence or intimidation on people, or by force on objects.
- **Serious accident:** any accident, that, in the opinion of the Company's medical team, prevents the Insured Party from commencing or resuming the trip on the scheduled date, or entails a risk of death.
- **Serious illness:** a health condition that requires hospitalization or, in the opinion of the Company's medical team, prevents the Insured Party from commencing or resuming the trip, or entails a risk of death.
- **Territorial Scope:** the geographic area where the trip covered by the contract will take place and where coverage will be provided for what occurs in that location. It will be specified in the policy's Special or Specific Conditions. For the purposes of determining fees, the usual country of residence will be used to specify the territorial scope.

The **Europe and Mediterranean Coast** territorial scope includes the following countries:

*European countries:* Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, FYR Macedonia, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldavia, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, **Russia (the part located on the European continent)**, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom and Vatican City.

*Non-European countries around the Mediterranean:* Syria, Israel, Egypt, Libya, Tunisia, Algeria, and Morocco.

*Countries not on the Mediterranean, but that are also included:* Jordan.

**Any territories of the above-mentioned countries not located in the geographic territory of Europe and countries around the Mediterra-**

**nean shall not be considered part of Europe and countries around the Mediterranean.**

- **Terrorism:** any act in which force or violence is used or threatened by any person or group of people who act independently or as part of a political, religious, ideological, or similar group with the intention of coercing a government or society at large. The act must be declared an act of terrorism by the government of the place where it took place.
- **Theft:** the taking of the property of others, for profit, without the use of violence or intimidation on people or force on objects.
- **Third Parties:** any individual or legal person other than the Policyholder, the Insured Party, the Beneficiary, or the originator of the claimable event.
- **Travel:** any form of temporary movement by means of public or private transportation.
- **Vital emergency:** Clinical condition that involves risk of death or serious functional effects for the Insured Party if medical attention is not received immediately.

## **ARTICLE 3. PURPOSE AND SCOPE OF THE INSURANCE**

Under this contract, the Company guarantees to make immediate material aid available to the Insured Party in the form of services or, where pertinent, the corresponding financial benefits as a result of an unforeseeable event occurring during the trip for which this contract is underwritten.

The insurance coverage will be provided in accordance with the terms and conditions stipulated in the policy and according to the policy's specific guarantees that have been effectively purchased.

The Specific Conditions, and when applicable, the Special Conditions, will list the effectively purchased guarantees, in addition to the Insured Sums or Limits of each, as well as the territorial scope applicable to the coverages.

**The Special or Specific Conditions will take precedence over the provisions of the General Conditions.**

**Unless the Special or Specific Conditions to these General Conditions specify a different distance and/or duration, the guarantees will be in effect solely while the Insured Party is traveling. For temporary or renewable contracts in which a maximum time limit is not established for each trip, the guarantees will terminate once the trip covered by the insurance has ended. For renewable contracts with a maximum duration established for each trip, the guarantees will not be applicable for risks that exceed the maximum established duration.**

## General Conditions for Each Type of Coverage

### **ARTICLE 4. TRAVEL ASSISTANCE COVERAGES**

Under this contract, the Company guarantees to make immediate material aid available to the Insured Party in the form of services or, where pertinent, the corresponding financial benefits when the Insured Party has difficulties resulting from an unforeseeable event occurring during the trip for which this contract is underwritten.

When, due to a claimable event covered by this policy, the Insured Party must prolong their stay away from their usual residence, the Travel Assistance Coverages stipulated in this section will be automatically extended for the Insured Party, **only once and for up to 10 days**, after which this guarantee may not be increased or extended.

### **ARTICLE 4.1. PERSONAL TRAVEL ASSISTANCE COVERAGE**

The guarantees regarding insured persons are listed in this article and provided according to the conditions established below.

#### **1. Provision of medical care due to illness or accident to the Insured Party traveling in their usual country of residence**

In the event that the Insured Party is subject to an unforeseen illness or accident while traveling in their usual country of residence, the Company shall be responsible for paying the costs of hospitalization, surgical procedures, medical service fees, nursing fees, and pharmaceutical products prescribed by the doctor providing care until the Insured Party reaches a stable state and is able to continue their trip or be transferred back to their usual residence or the hospital closest to this address, **up to the limit established in the Special or Specific Conditions**.

The Company's medical team shall maintain the necessary telephone contact with the center and the doctors providing care for the Insured Party to ensure that the health-care assistance is adequate.

**Costs of emergency dental treatment are limited to €250, except if expressly stated otherwise in the Special or Specific Conditions.**

#### **2. Provision of medical care due to illness or accident to the Insured Party traveling outside their usual country of residence**

In the event of an illness or accident of the Insured Party arising while traveling **outside of their regular place of residence**, the Company shall be responsible for paying the hospitalization costs, surgeries, medical service fees, nursing costs, and pharmaceutical products prescribed by the doctor attending to them until they are

## General Conditions for Each Type of Coverage

stabilized and able to continue their trip or be transferred back to their usual address **up to the limit established in the Specific or Special Conditions.**

The Company's medical team shall maintain the necessary telephone contact with the center and the doctors providing care for the Insured Party to ensure that the health-care assistance is adequate.

**Costs of emergency dental treatment are limited to €250, except if expressly stated otherwise in the Special or Specific Conditions.**

**In all cases, the Company may reclaim the health benefits that have been provided and to which the Insured Party is entitled to according to the General Social Security System, or where appropriate, any other special system of it or other bodies or substituting systems. When traveling to countries within the European Union, the Insured Party may take the European Health Insurance Card. When traveling to other countries with a Social Security Agreement, the Insured Party may take the corresponding form.**

### **3. Transportation for the hospitalized Insured Party's companion**

In the event that the Insured Party's hospitalization, due to an accident or illness covered by the policy, is expected to be **longer than five days**, the Company shall be responsible for the travel expenses for a companion designated by the Insured Party to travel to the location where they are hospitalized, **up to the limit established in the Special or Specific Conditions.**

### **4. Accommodations for the hospitalized Insured Party's companion**

In the event that the Insured Party is expected to be hospitalized for a period **longer than five days** due to an accident or illness covered by the policy, the Insurance Company shall be responsible for the cost of accommodations for the companion designated by the Insured Party in the location where they are hospitalized **up to the limit established in the Special or Specific Conditions.**

Once the companion has traveled to be with the Insured Party, they will have the right to access the following coverages during the trip: a) medical care in the event of an illness or accident, b) transportation and medical repatriation in the event of an illness or accident. **The extent and limits of these two guarantees will be the same as what has been purchased for the Insured Party.**

### **5. Extension of the Insured Party's stay due to illness or accident**

The Company shall be responsible for payment of the Insured Party's accommodations when, due to an illness or an accident covered by the policy, they must extend their stay outside their usual residence in order to receive medical care via medical prescription, **up to the limit established in the Special or Specific Conditions.**

# General Conditions for Each Type of Coverage

## 6. Delivery of medicines

The Company shall be responsible for sending any medications that may be urgently prescribed by a doctor to the Insured Party and cannot be found in the location where they are traveling or replaced by medications of a similar composition.

**The Company shall not bear the cost of the medications under any circumstances.**

## 7. Transportation or medical repatriation due to accident or illness of the Insured Party during travel

In the event that the Insured Party is subject to an accident or illness during travel **outside their town/city of usual residence**, the Company shall, when necessary, transfer or repatriate them to a suitably equipped healthcare center and/or to their place of usual residence.

Based on the urgency or degree of severity of the Insured Party's condition, the Company's medical team shall decide which healthcare center the Insured Party will be transferred to, and/or whether repatriation is necessary. The medical team shall stay in constant contact with the Insured Party's doctors to ensure appropriate care.

**In cases when transportation or repatriation in an aircraft is considered necessary by the Company's medical team, the Insured Party may be transported in a special medical airplane between countries considered to be in the territorial scope of Europe and/or the Mediterranean coast.**

**Transportation or repatriation via special medical airplane is expressly excluded when it must be done to, from, inside of, or between countries not considered to be within the territorial scope of Europe and the Mediterranean coast.**

**Any costs incurred from rescue, should it be necessary, are not included in this guarantee.**

## 8. Transportation or repatriation of the Insured Parties accompanying the Insured Party affected by illness or accident

When one of the Insured Parties' illness or accident prevents the trip from continuing, the Company shall be responsible for transportation of the companions who have a policy for the trip together with the Insured Party (**up to SIX, unless otherwise specified in the Special or Specific Conditions**) to the location where the person affected is hospitalized and/or to their usual residence.

## 9. Transportation or repatriation of minor or disabled Insured Parties accompanying the Insured Party affected by illness or an accident

In the event that the illness or accident affecting one of the Insured Parties prevents the continuation of the trip, if one of the accompanying Insured Parties mentioned in



# General Conditions for Each Type of Coverage

the article above is under 15 or has a disability and no one to accompany them, the Company shall provide a suitable escort for the journey to the place where the Insured Party is hospitalized and/or to their place of usual residence.

## **10. Reincorporation of the insured companion to the trip**

The Company shall be responsible for reincorporating the companions who so request it into the original travel plan, when they have taken out a policy jointly with the Insured Party who has been transported or repatriated due to illness or accident and may have been transported for this reason to the location where they are hospitalized and/or their usual residence. This guarantee will be applicable for a maximum of SIX companions, unless otherwise specified in the Special or Specific Conditions.

## **11. Transportation or repatriation of the deceased Insured Party**

In the event of the unforeseen death of the Insured Party while traveling outside of their usual place of residence, the Company will carry out the corresponding procedures to transport or repatriate the Insured Party, accepting the possible expenses for cremation in the location of the Insured Party's death and/or the necessary costs for transporting the coffin and/or the cremated remains to the location of burial, cremation, and/or funeral in their usual place of residence.

**The costs for cremation in a location different from the place of death, and, in any event, the costs for burial or the funeral, are not risks covered by this guarantee.**

## **12. Transportation or repatriation of the Insured Parties accompanying the deceased Insured Party**

In the event of the death of an Insured Party, the Company shall be responsible for transporting the remaining Insured Parties accompanying the deceased **(up to a maximum of SIX, unless otherwise specified in the Special or Specific Conditions) to their usual place of residence.**

## **13. Transportation or repatriation of minor and/or disabled Insured Parties accompanying the deceased Insured Party**

In the event that the death of one of the Insured Parties prevents further travel, if one of the accompanying Insured Parties mentioned in the above article is under 15 years of age or has a disability and no one to accompany them, the Company shall provide a suitable escort for the journey to the location of death of the Insured Party and/or to their place of usual residence.

## **14. Transportation of the deceased Insured Party's companion**

The Company shall provide one family member of the deceased Insured Party with a round trip ticket from their usual residence in order for them to go to the place of death and, if possible, for them to travel with the body of the deceased while being repatriated.

## General Conditions for Each Type of Coverage

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### 15. Accommodations for the deceased Insured Party's companion

The Company will be responsible for the costs of accommodation for the person mentioned in the previous article in the location of death of the Insured Party, **up to the limit established in the Special or Specific Conditions.**

Once this person has traveled to the Insured Party's location of death, they will be entitled to access the following coverages for the period of travel: a) medical care in the event of an illness or accident, b) transportation and medical repatriation in the event of an illness or accident. **The extent and limits of these two guarantees will be the same as what was purchased for the Insured Party.**

### 16. Early return of the Insured Party due to death of a relative

When the Insured Party must interrupt their trip due to the death of a relative, the Company shall be responsible for paying for the trip to their usual place of residence, or to the burial location in the Insured Party's usual country of residence, **provided that they cannot carry out said trip with their own or hired transportation.**

**The Insured Party must provide the documents or certificates proving the event that led to the interruption of the trip (death certificate).**

### 17. Early return of the Insured Party due to hospitalization of a relative

When the Insured Party must interrupt their trip due to **hospitalization of a relative for a period longer than 5 days**, the Company shall be responsible for paying for the trip to their usual place of residence, or to the location of hospitalization in the Insured Party's usual country of residence, **provided that they cannot carry out said trip with their own or hired transportation.**

**The Insured Party must provide documents or certificates that prove the event that led to the interruption of the trip.**

### 18. Early return due to a serious claimable event in the usual place of residence or place of work

The Company shall be responsible for paying for urgent travel expenses to the Insured Party's usual place of residence, due to the occurrence of a fire or explosion, flooding, or theft at their usual or secondary address or at their own or rented place of work that render them uninhabitable or with serious risk that greater damage may be done, justifying the need for the Insured Party's immediate departure, **provided that they cannot carry out said trip with their own or hired transportation.**

**The Insured Party must provide documents or certificates that prove the event that led to the interruption of the trip (original report from the fire protection service, police report, report from the Company, or similar documentation).**

# General Conditions for Each Type of Coverage

## 19. Travel to resume the trip in the event of an early return to the Insured Party's residence

In the event that the Insured Party has had to interrupt their trip and return to their usual place of residence due to any of the causes covered by the policy, and wishes to resume their trip as planned, the Company shall be responsible for their travel to the trip location where they were when the Insured Party's event occurred.

**The Insured Party must provide documents or certificates that prove the event that led to the interruption of the trip.**

## 20. Management and coordination of assistance services

When healthcare assistance and repatriation services are not covered by the policy, the Company will provide the Insured Party with management, coordination, and supervision services for the assistance they require, through the most suitable professionals. **The Insured Party will be responsible for the costs corresponding to these services.**

## 21. Communication of urgent messages

The Company shall manage the communication of the Insured Party's urgent and justified messages regarding any of the events covered in this policy. If it is the Insured Party sending said messages, the Company shall be responsible for the expenses arising from their communication, following submission of the corresponding receipt, in addition to proof of the message's urgency. This guarantee will cover communication of said messages via telephone or Internet.

## 22. Simultaneous telephone interpretation service when overseas

In the event of urgent need and in relation to the guarantees in the policy, the Insured Party may, when overseas, request that the Company provide simultaneous telephone interpretation services.

## 23. Replacement of the Insured Party due to repatriation

When traveling for professional reasons and the Insured Party suffers an accident or illness and must return home, the Company will manage the round trip to the destination of the person designated by the insurance holder to substitute the repatriated Insured Party. This person will then be considered to be the Insured Party.

**Under no circumstances will the Company pay for salaries, wages, subsistence allowances, accommodation, or meals for the person replacing the repatriated Insured Party.**

## 24. General information

**The Company shall assist the Insured Party by phone with any questions, concerns, or problems they may have regarding the following aspects:**

# General Conditions for Each Type of Coverage

- Recommendations from the Spanish Ministry of Foreign Affairs.
- Information about embassies, consulates, visas, and processes necessary to enter a country.
- Currencies.
- Vaccination as well as hygiene and public health recommendations for travelers.
- Telephone numbers, country codes, and time zones.
- Weather conditions.

## 25. Travel for the Insured Party to acquire the documents necessary for the trip outside their usual country of residence

In the event that the Insured Party's passport or equivalent consular document is lost while traveling outside their usual country of residence, the Company shall be responsible for the expenses for the trips needed to acquire a new passport or equivalent consular document, **up to the limit established in the Special or Specific Conditions.**

## 26. Reimbursement of expenses incurred in obtaining travel documents

In the event that the Insured Party's passport or equivalent consular document is lost while traveling outside their usual country of residence, the Company shall be responsible for the expenses incurred by the Insured Party to acquire a new passport, **up to the limit established in the Special or Specific Conditions.**

## 27. Overseas cash delivery management

If during their trip outside of Spain the Insured Party is deprived of cash due to theft, loss of baggage, illness, or accident, the Company shall send cash, after receiving the corresponding proof, certificates, or reports, **up to the limit established in the Special or Specific Conditions, provided that the amount requested has been deposited into the Company's bank account beforehand.**

## 28. Rescue expenses

If, during the trip, the Insured Party were to disappear in a hazardous situation, the Company shall be responsible for the expenses to locate and rescue them, **up to the limit established in the Special or Specific Conditions.**

## 29. Compensation for missed classes

In the event that the purpose of the policy's underwritten trip is to attend an educational course and, due to illness or accident, the Insured Party were to be hospitalized for a period of at least 5 days, the Company will provide compensation starting the first day of hospitalization for the missed classes **up to the limit established in the Special or Specific Conditions.**

**The Insured Party must provide the medical report certifying hospitalization and the days of their stay, in addition to the original copy of the course registration.**

# General Conditions for Each Type of Coverage

## 30. Opening a hotel room safe

In the event that the key or code to open a hotel room safe is lost, the Company shall provide compensation for properly-documented costs of opening the safe, **up to the limited agreed upon in the policy's Special or Specific Conditions.**

## 31. Reimbursement of expenses due to loss or theft of keys to the Insured Party's usual residence or vehicle

If, over the course of the trip, the Insured Party loses the keys to their usual residence or vehicle, or they are stolen, and therefore they have an urgent need to use a locksmith or other assistance to enter their house or use their vehicle, the Company will reimburse the expenses incurred **up to the limit established in the policy's Special or Specific Conditions.**

**To request reimbursement for this guarantee, the Insured Party must provide the original receipts for the expenses incurred due to the loss or theft of the keys.**

## 32. Card cancellation information service

The Company will provide the Insured Party with the telephone numbers to contact the issuing companies for their credit cards so they may cancel them if they are lost or stolen.

## 33. Access to VIP lounges in airports in Spain

The Company will provide access to the Holder of the Platinum Card and a companion to the VIP lounges that AENA (Empresa Aeropuertos Españoles y Navegación Aérea) manages in several Spanish airports. However, the management of the corresponding airport reserves the right to not permit the accredited persons to access the VIP lounge for operational, technical, or safety reasons.

The services that the Insured Party may obtain in said lounges include specific information to users, cafeteria self-service, daily press, and general information magazines, cleaning service and replacement of consumables, limited access, television, information, and telephone connection to book conference rooms and meeting rooms, sending flowers and gifts, information and telephone connection to rent vehicles. In addition, the Insured Party may receive telephone and fax service, which they must pay at their cost.

The Company will obtain access to these lounges through an agreement with AENA and therefore may not be held responsible for the quality and maintenance of the services. AENA will be responsible for ensuring that the aforementioned services are constant and at a minimum quality level. If a service is not available due to a breakdown or temporary lack of supplies, it will not be understood as a failure to comply with the conditions of this service. Similarly, AENA is exclusively responsible for the possible modification of these services. The Company shall accept no liability in this regard.

## General Conditions for Each Type of Coverage

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### 34. Telephone service for reservations

The Company will assist the Insured Party with reservations for train, plane, bus, and ferry tickets, hotel bookings, and vacation packages.

### 35. Ski slope rescue expenses

The Company shall be responsible for paying for rescue on ski slopes, in the event that the Insured Party is subject to an unexpected accident while skiing, to transport them from the slope to the ski resort's medical center, **up to the limit established in the Special or Specific Conditions.**

### 36. Compensation for missed skiing classes

In the event that the Insured Party requires medical repatriation, the Company will provide compensation for the ski classes missed from the start of the unforeseen illness or accident that necessitated repatriation, **up to the limit established in the Special or Specific Conditions.** To this end, the Insured Party must submit the original receipt for the classes to the Company.

### 37. Compensation of unused ski pass

In the event of a medical repatriation, the Company will compensate the Insured Party for the unused days of a ski pass from the start date of the **unexpected illness or accident** that necessitated repatriation **up to the limit established in the Special or Specific Conditions.**

### 38. Expenses for crutches

In the event that the Insured Party has an accident as a result of skiing that does not allow them to walk on their own, the Company will reimburse the cost of the crutches needed for movement **up to the limit established in the Special or Specific Conditions.** To this end, the Insured Party must submit the corresponding medical report that documents prescription of the crutches. **Expenses arising from the use of any other orthopedic device are excluded from this guarantee.**

## ARTICLE 4.2. SPECIFIC EXCLUSIONS FROM THE PERSONAL ASSISTANCE COVERAGE

**In addition to the General Exclusions for all guarantees in this policy, detailed in Article 11 of these General Conditions, the following events and their consequences shall not be risks covered:**

- a) **The required benefits for care of pre-existing illnesses that are not urgent until stabilization, no transfer coverage or health repatriation, nor subsequent medical costs. This exclusion shall not apply for the "Transportation or repatriation of the deceased Insured Party" guarantee.**

# General Conditions for Each Type of Coverage

- b) Illnesses or pathological conditions resulting from the voluntary ingestion of alcohol, drugs, toxic substances, narcotics, or medications acquired without a medical prescription.
- c) Those derived from the refusal or delay of the transfer agreed by the medical service of the Insurance Company whose cause is attributable to the Insured Party or their companions.
- d) The rehabilitation treatments not resulting from an illness or accident occurring while the Insured Party is not is traveling.
- e) Periodic or preventive medical examinations.
- f) Those related to prosthesis, orthopedic or orthopedic material, and osteosynthesis material.
- g) Those occurring during a trip that was taken for the following reasons: a) with the intention to receive medical treatment, b) because the Insured Party has been diagnosed with a terminal illness.
- h) Workplace accidents occurring during the performance of the following activities:
  - Work on construction sites, scaffolding, wells, or loading docks as well as work at height.
  - Use of machine presses, cutting machinery, saws for construction or agriculture.
  - Use of cutting instruments like knives, machetes, or shears.
  - Handling or manipulating merchandise or heavy or hazardous objects.
  - Handling toxic, corrosive, explosive, or flammable products.
  - Work in the armed forces or security.

## ARTICLE 4.3. COVERAGE FOR TRAVEL DELAY

The guarantees regarding travel delays are listed in this article and will be provided in accordance with the conditions established below.

**In all cases, the original certificate from the carrier regarding the occurrence of the delay or cancellation, and its causes, should be provided.**

**Excluded from this coverage are delays or cancellations caused as a consequence of a strike called by the employees or subcontractors of the airline and/or the departure, layover, or destination airports.**

### **1. Delayed departure of the mode of air transportation**

When the departure of the public air transportation rented by the Insured Party to travel is delayed **at least six hours or is canceled**, the company will return the ad-

# General Conditions for Each Type of Coverage

ditional costs of transport and accommodation derived from the delay or cancellation that are needed while waiting for the flight departure to the limit that is established in the Specific or Special Conditions.

To claim compensation for this coverage, the Insured Party should present the following documents:

- a) Certificate from the carrier that conveys the real time of departure and the cause of the delay.
- b) Original invoices for the expenses incurred as a result of the delay.

## 2. Delayed travel due to overbooking on public mode of air transportation

If the departure of the Insured Party's flight is delayed more than **six hours** as a consequence of the airline booking more seats than those actually available, a situation known as *overbooking*, the Company will reimburse the Insured Party for the essential expenses while they wait for the next flight's departure, **up to the limit established in the Specific or Special Conditions.**

To claim compensation for this coverage, the Insured Party should present the following documents:

- a) Certificate from the carrier that conveys the real time of departure and the cause of the delay.
- b) Original invoices for the expenses incurred as a result of the delay.

## 3. Missed flight connections

If the booked flight is delayed due to a technical problem, inclement weather, action by the Authorities or others by force and, as a result of this delay, the connection with the next flight booked on the ticket could not be completed, the Company will reimburse the Insured Party for essential expenses until the departure of the next flight, **up to the limit established in the Specific or Special Conditions.**

To claim compensation for this coverage, the Insured Party must present the following documents:

- a) Certificate from the carrier that conveys the real time of departure and the cause of the delay.
- b) Original invoices for the expenses incurred as a result of the delay.

## 4. Delay in return home

When the arrival of the mode of transportation purchased by the Insured Party at the end of the trip to return to their usual residence is delayed more than three hours beyond the scheduled time, the Company will provide reimbursement, **up to the limit established in the Specific or Special Conditions of the policy,** for the documented and unforeseen expenses incurred due to this delay in order to continue or end the trip.



# General Conditions for Each Type of Coverage

**To request reimbursement for this guarantee, the Insured Party must provide the following documents:**

- a) Certificate from the carrier that conveys the real time of departure and the cause of the delay.**
- b) Original invoices for the expenses incurred as a result of the delay.**

## **ARTICLE 4.4. BAGGAGE COVERAGE**

The guarantees regarding the baggage and personal effects belonging to the Insured Parties are listed in this article and will be provided according to the conditions established below.

### **1. Compensation for definitive loss, theft, or external damage to baggage checked on a flight**

**The Company will inform the Insured Party of the rights and procedures to carry out before the airline responsible in case of definitive partial or total loss or exterior damage of the checked luggage and will complement the compensation received by the airline up to the limit established in the Specific or Special Conditions.**

**In any case, external damage to baggage will be compensated with a maximum of 60 euros.**

**The compensation for “Compensation coverage for delayed checked baggage,” where applicable, will be deducted from compensations to be provided under this guarantee.**

### **DOCUMENTS REQUIRED TO CLAIM THIS GUARANTEE**

To claim compensation for definitive total or partial loss of baggage checked during a flight, the Insured Party must submit the following documents:

- a) Property Irregularity Report (PIR)
- b) The settlement letter of the airline that certifies the definitive total or partial loss of the checked luggage.
- c) List of the content of the checked luggage of with the economic value done by the Insured Party.

When claiming compensation for external damage to the baggage, the Insured Party only needs to submit the Property Irregularity Report (PIR).

To make a claim for compensation for the theft of checked baggage, the Insured Party must provide:

- a) Property Irregularity Report (PIR) or police report from the location and moment in which the theft was noticed, and this must include a list of the stolen objects and the damage caused by the theft.

# General Conditions for Each Type of Coverage

- b) List of the contents of the checked luggage of with the economic value done by the Insured Party.

## 2. Compensation for total or partial theft of the baggage left in the custody of the carrier

The Company will provide compensation for total or partial theft of the baggage left in the custody of the carrier during transportation by the carrier company, **up to the limit established in the Special or Specific Conditions**, without prejudice to the liability corresponding to the carrier company for all the baggage.

To claim compensation for this coverage, the Insured Party should present the following documents:

- a) Certificate of the report formulated before the police at the place where the total or partial theft of the luggage took place handed in to the carrier, that makes it known a list of the contents of the stolen luggage and the monetary value of the stolen luggage and handed in to the carrier done by the Insured Party.
- b) You must present a Complaint Certificate in writing to the transportation company following the periods of time established by said Company.
- c) List of the contents of the stolen luggage and handed in to the carrier with the economic value done by the Insured Party.

## 3. Locating and shipping checked baggage and personal effects

The Company will advise the Insured Party on how to submit a theft or loss claim for their baggage and personal effects checked on a mode of public transportation and will assist in efforts to locate them.

In the event that the aforementioned items are recovered, the Company shall be responsible for shipping the items to the location of the Insured Party's scheduled trip or to their usual place of residence. **In this case, the Insured Party must return the compensation provided for loss or theft under this policy.**

## 4. Reimbursement for delayed baggage checked during a flight

In case of a delay of **more than six hours** from the arrival of the flight until the delivery of their checked baggage, the Company will inform the Insured Party of their rights and the procedures to carry out with the company responsible and will provide compensation **up to the limit established in the Specific Conditions or Insurance Certificate**, for essential goods that are indispensable while waiting for the delayed baggage to arrive.

**This benefit will not apply if the delay or the purchase of essential goods occurred in the province of the Insured Party's usual residence.**

**To make a claim for compensation under this coverage, the Insured Party must present the original invoices for the essential goods acquired.**

# General Conditions for Each Type of Coverage

## 5. Shipment of essential objects

The Company will send the Insured Party, wherever they are located, the items that may be considered essential and were forgotten at their residence prior to beginning the trip, or were stolen during the trip and are, due to their nature, impossible to replace in the Insured Party's current location.

**The Company shall organize the shipment and pay the cost, up to the limit established in the Special or Specific Conditions.**

## 6. Compensation for total or partial theft of unchecked baggage and personal effects

The Company will provide compensation for the total or partial material losses and damages to the Insured Party's baggage or personal effects while traveling outside of their usual place of residence **up to the limit established in the Special or Specific Conditions, in the event of the following:**

- a) **Theft and damage that are a consequence of it.**
- b) **Theft inside the hotel rooms, given it may be accredited that the room was locked.**
- c) **Theft inside a vehicle, only when the objects are in the trunk and out of sight and the vehicle is inside a closed and guarded parking lot.**

**Objects of value will only be covered for theft when it can be certified that these items were stored in a safe or the Insured Party had them with them. Compensation for this reason may be up to 50% of the insured sum. Object of value are jewelry, watches, objects made of noble metals, fur clothing, paintings, works of art, silver and metalworking in precious metals, unique objects, cellular telephones and their accessories, cameras and photography and video equipment, radio systems to record or reproduce sound or images and their accessories, any type of IT material, remote control models and accessories, rifles, hunting shotguns, and their sight accessories, as well as wheelchairs and medical devices.**

**Compensation for theft of cash is limited to 100 euros.**

To claim the compensation under this guarantee, **the Insured Party must provide a copy of the police report for robbery or theft filed at the location of the event, including a list of the stolen items and their monetary value.**

## 7. Compensation for theft of the Insured Party's cellular telephone while traveling

The Company will provide compensation for the theft of the Insured Party's cellular telephone while traveling outside their usual place of residence and for the damages that said theft may have caused, **up to the limit established in the Special or Specific Conditions.**

## General Conditions for Each Type of Coverage

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**The conditions established for guarantee 6 of this article apply to this guarantee.**

### **8. Compensation for theft of the Insured Party's laptop computer while traveling**

The Company will provide compensation for the theft of the Insured Party's laptop computer while traveling outside their usual place of residence and for the damages that said theft may have caused, **up to the limit established in the Special or Specific Conditions.**

**The conditions established for guarantee 6 of this article apply to this guarantee.**

### **9. Compensation for the theft of the Insured Party's briefcase while traveling**

The Company will provide compensation for the theft of the Insured Party's briefcase while traveling outside their usual place of residence and for the damages that said theft may have caused, **up to the limit established in the Special or Specific Conditions.**

**The conditions established for guarantee 6 of this article apply to this guarantee.**

### **10. Compensation for the theft of the Insured Party's prescription glasses while traveling**

The Company will provide compensation for the theft of the Insured Party's prescription glasses while traveling outside their usual place of residence and for the damages that said theft may have caused, **up to the limit established in the Special or Specific Conditions.**

**The conditions established for guarantee 6 of this article apply to this guarantee.**

### **11. Compensation for definitive partial or total loss or damage of firearms, scope and ammunition used for hunting and checked to the flight**

The Company will inform the Insured Party of their rights and the procedures to undertake with the airline responsible in the event of a definitive total or partial loss of or damage to the firearms, scopes, and ammunition declared and checked during a flight and will supplement the compensation received from the airline **up to the limit established in the Special or Specific Conditions.**

To claim compensation for this coverage, the Insured Party must submit the following documents:

- a) Property Irregularity Report (PIR).

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- b) Settlement letter from the airline that certifies the definitive partial or total loss of the firearm, scope and/or ammunition used for hunting.
- c) Copy of the report to the Intervención de Armas y Explosivos of the Civil Guard, and if the claimable event has occurred abroad, a copy of the report before the competent authority.

If claiming compensation for damage to firearms, the Insured Party is only required to submit the Property Irregularity Report (PIR).

**Furthermore, it must be accredited that said firearms are to be used for hunting or sports hunting and they are property of the Insured Party, who must be included in the ownership guide.**

## 12. Rental costs for the delay in delivering the checked firearm

In case of a delay of more than six hours from the arrival of the flight until the delivery of their checked firearm, the Company will inform the Insured Party of their rights and the procedures to carry out with the company responsible and will provide compensation **up to the limit established in the Specific Conditions or Insurance Certificate**, for the rental of another firearm with similar characteristics.

This benefit will not be provided if the delay occurs during the return flight of the covered hunting trip.

To claim compensation for this coverage, the Insured Party should present the following documents:

- a) Property Irregularity Report (PIR).
- b) You must present a Complaint Certificate in writing to the airline following the periods of time established by each airline.
- c) Original invoice of the hired firearm

## 13. Compensation for the definitive partial or total loss of checked ski material

The Company will inform the Insured Party of their rights and the procedures to undertake with the airline responsible in the event of a definitive total or partial loss of or damage to ski equipment checked during a flight and will supplement the compensation received from the airline up to the limit established in the **Special or Specific Conditions**.

To claim compensation for this guarantee, the Insured Party must submit the following documents:

- a) Property Irregularity Report (PIR).
- b) The settlement letter of the airline that certifies the definitive total or partial loss or damage of the ski material.
- b) List of the lost ski material checked with the economic value done by the Insured Party.

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If claiming compensation for damage to ski equipment, the Insured Party is only required to submit the Property Irregularity Report (PIR). **The compensation provided for this guarantee is supplementary to the compensation corresponding to the guarantee of “Compensation for definitive total or partial loss or external damage to baggage checked during a flight” in Article 4.4.1 of the General Conditions.**

## 14. Compensation for definitive partial or total loss or damage of items to play golf and checked to the flight

The Company will inform the Insured Party of their rights and the procedures to undertake with the airline responsible in the event of a definitive total or partial loss or damage to golf equipment checked during a flight and will supplement the compensation received from the airline up to the limit established in the **Special or Specific Conditions**.

To claim compensation for this guarantee, the Insured Party must submit the following documents:

- a) Property Irregularity Report (PIR).
- b) The settlement letter of the airline that certifies the definitive total or partial loss or damage of the items to play golf.
- c) List of the items with the economic value done by the Insured Party. If claiming compensation for external damage to golf equipment, the Insured Party is only required to submit the Property Irregularity Report (PIR).

**The compensation provided for this guarantee is supplementary to the compensation corresponding to the guarantee of “Compensation for definitive total or partial loss or external damage to baggage checked during a flight” in Article 4.4.1 of the General Conditions.**

## 15. Rental costs for the delay in delivering the checked items to play golf

In case of a delay of more than six hours from the arrival of the flight until the delivery of their checked items to play golf, the Company will inform the Insured Party of their rights and the procedures to carry out with the company responsible and will provide compensation **up to the limit established in the Specific Conditions or Insurance Certificate**, for the rental of other items with similar characteristics.

**This benefit will not be provided if the delay occurs during the return flight of the golf trip.**

To claim compensation for this coverage, the Insured Party should present the following documents:

- a) Property Irregularity Report (PIR).

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- b) You must present a Complaint Certificate in writing to the airline following the periods of time established by each airline.
- c) Original invoice for the rental of material to play golf.

### 16. Breakage of a golf club while playing golf

If a club is broken while playing golf in a closed facility intended for said sport, the Company will pay for the cost to rent a club with similar characteristics in order to continue the trip's intended purpose of playing golf, **up to the limit established in the Special or Specific Conditions.**

### 17. Compensation for the definitive loss or damage of specific sport/adventure equipment that is checked

The Company will inform the Insured Party of the rights and procedures to carry out with the airline responsible in case of definitive partial or total loss of sports/adventure equipment checked and will complete the compensation received by the airline up to the limit established in the Specific or Special Conditions.

To claim compensation for this guarantee, the Insured Party must submit the following documents:

- a) Property Irregularity Report (PIR).
- b) The settlement letter of the airline that certifies the definitive total or partial loss or damage of the equipment to practice sports or adventure activities.
- c) List of the items with the economic value done by the Insured Party.

If a compensation is being reclaimed for the damage of sports/adventure equipment, it will only be necessary to submit the Property Irregularity Report (PIR).

**The compensation provided for this guarantee is supplementary to the compensation corresponding to the guarantee of "Compensation for definitive total or partial loss or external damage to baggage checked during a flight" in Article 4.4.1 of the General Conditions.**

### 18. Rental costs for the delay in delivering the specific sports/adventure equipment that is checked

In case of a delay of more than six hours from the arrival of the flight until the delivery of their checked equipment, the Company will inform the Insured Party of their rights and the procedures to carry out with the company responsible and will provide compensation up to the limit established in the Specific Conditions or Insurance Certificate, for the rental of other sports/adventure equipment with similar characteristics.

This benefit will not be accepted if the delay occurs during the flight back to the place of origin.

To claim compensation for this coverage, the Insured Party should present the following documents:

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- a) Property Irregularity Report (PIR)
- b) You must present a Complaint Certificate in writing to the airline following the periods of time established by each airline.
- c) Original invoice for the rental of specific adventure or sports equipment.

## 19. Broken sports/adventure equipment during the activity

If the sports or adventure equipment breaks during the activity at a facility specific to said sport, the Company **will provide compensation up to the limit established in the Specific or Special Conditions**, to rent other sports/adventure equipment with similar characteristics.

## ARTICLE 4.5. SPECIFIC EXCLUSIONS FROM BAGGAGE COVERAGE

**Besides the General Exclusions not covered by any of the coverages in this policy, as described in Article 11 of these General Conditions, risks covered will not include:**

- a) **Merchandise, professional material, travel tickets, collections, securities of any kind, identity documents, and, in general, all documents and paper assets, credit cards, money, jewelry, any contents stored on electronic and/or computerized means, documents registered on magnetic strips or films. Personal computers are not considered professional material.**
- b) **The losses resulting from an object not placed in the carrier's custody and lost or forgotten by the Insured Party.**
- c) **The damages due to normal use or wear and tear, inherent defect, or outdoor conditions.**
- d) **Theft while camping, caravanning, or in any other non-fixed accommodation.**
- e) **The damages sustained by baggage that was not adequately packed or identified, such as fragile baggage or perishable products.**
- f) **Theft except for what is stipulated in the guarantee of the "compensation for partial or total theft of baggage or personal belongings that are not checked".**

## ARTICLE 5. COVERAGE FOR CANCELLATION COSTS AND INTERRUPTED TRAVEL

The guarantees for cancellation costs and interrupted travel for the insured trip are listed in this article and will be provided in accordance with the conditions established below.



# General Conditions for Each Type of Coverage

## 1. Trip cancellation costs

This guarantee shall be valid from the date the insurance policy is taken out, and shall terminate on boarding the means of public transportation used to travel. **This policy only covers claimable events occurring after taking out the insurance and before embarking on the journey stated in the policy.**

The Company will reimburse **up to the limit established in the Specific or Special Conditions** the cancellation costs of the contracted trip, or a change of travel dates, in this case only if the cost of the change is lower than the cancellation cost, provided that they are billed to the Insured Party in accordance with the general sales conditions of the supplier, provided that the trip is canceled or the dates are changed after the insurance has been taken out, in addition to before the start of the trip, and for one of the following causes occurring after the insurance has been taken out that prevent the trip from happening on the dates initially contracted:

### 1. For family and health reasons:

- 1.1. Serious illness, serious physical accident, or death of the Insured Party or one of their relatives.
- 1.2. Adoption placement of a child.
- 1.3. Appointment for surgery, including organ transplants.
- 1.4. Complications during pregnancy that require bed rest.
- 1.5. Any muscle injury or of any other type that impedes the participation in the trip's race, marathon, or competition. This cause will be applied if the Adventure and Sport Segurviaje is taken out.

### 2. For official requirements:

- 2.1. Calling of the Insured Party for duty by Official State or Regional Entities.
- 2.2. Designation as full member of an election committee that prevents the Insured Party from traveling.
- 2.3. The Insured Party is called as a witness, party, or member of the jury in a trial.
- 2.4. Taking an official exam that prevents the Insured Party from traveling.

### 3. For work-related reasons:

- 3.1. The Insured Party starts work at a new job after being unemployed or at a different company than the current one, which is not part of the same business group, with an employment contract.
- 3.2. Unplanned or required transfer of the Insured Party to a work center in a different region from where they reside and for a period of greater than three months.
- 3.3. Dismissal of the Insured Party.

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- 3.4. Justified and unforeseen change of vacation leave granted previously by the company with which the Insured Party has an employment contract.
- 3.5. Awarding of an educational or vocational scholarship with a start date that coincides with the expected dates of the trip and of which the Insured Party is informed after taking out the insurance.
4. For special circumstances:
  - 4.1. Severe damage to the Insured Party's primary or secondary residence or to the professional premises, owned or rented, making them uninhabitable or with a severe risk of greater damage occurring, imperatively justifying their presence.
  - 4.2. The official declaration of a disaster area at the INSURED PARTY's usual place of residence, or at the destination of the trip, or at the place of transit to the destination of the trip, provided that this is the only possible way to reach the destination.
  - 4.3. Terrorism, provided that this circumstance occurred within a maximum of 30 days prior to the expected start date of the trip and less than 30 kilometers from the trip's destination.
5. Other reasons:
  - 5.1. Breakdown of or accident to the vehicle owned by the Insured Party, occurring within 48 hours prior to the start of the trip, which prevents the Insured Party from beginning the trip. **In the event of a breakdown, trip cancellation will only be covered if the vehicle is less than four years old.**
  - 5.2. Breakdown of or accident to the mode of transportation used for travel to the trip's starting terminal, port, or airport, causing the Insured Party to miss the purchased transportation. **Coverage will only be provided for the costs of alternative transportation to resume the trip or 50% of the cancellation costs if the Insured Party decides to cancel the trip.**
  - 5.3. Theft of documents or baggage in the 24 hours prior to the start of the trip which prevents the Insured Party from starting the trip.
  - 5.4. Trip cancellation by companions Insured under the same contract provided that the cancellation is due to one of the reasons covered in this coverage. If the Insured companions decide to continue the trip, the additional expenses incurred from cancellation of the insured trip will be covered.
  - 5.5. Due to the Insured Party being the beneficiary of an identical trip to the one taken out, on the same date and at the same time, obtained in a drawing witnessed by a notary.

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- 5.6. Loss, theft, or hospitalization due to a serious illness or accident and death of the Insured Party's pet.

## **THE INSURED PARTY'S REQUIREMENT TO REPORT THE CLAIMABLE EVENT**

The Insured Party is required, in accordance with article 17 of the Insurance Contract Act, to use the means available to them to lessen the consequences of the claimable event. Therefore, they must, in accordance with the provisions of **article 160 of Royal Legislative Decree 1/2007, of November 16, which approved the revised text of the General Law for Consumer and User Protection, and article 16 of the Insurance Contract Act**, inform both the trip provider and the Company of the trip cancellation as soon as they become aware of the event causing it. If the Insured Party fails to comply with this requirement, the Company may deduct from the compensation to be provided the corresponding costs caused by the delay for **management, cancellation, and penalties in accordance** with the aforementioned articles.

## **DOCUMENTS REQUIRED TO CLAIM THE PAYMENT OF CANCELLATION EXPENSES**

To process the claim, the Insured Party must provide the following documents:

1. Document certifying that the claim occurred (medical report, death certificate, police report, etc.). This document must show the date on which the claim occurred (hospitalization, death, breakdown, accident, etc.).
2. A list of the services purchased for the trip (accommodations, flights, etc.) and their proof of payment.
3. Conditions for canceling these services and proof of their cancellation.
4. Receipt for the cancellation costs or a credit note for the expenses not included in the cancellation costs.

**It is imperative that the trip's cancellation costs be demonstrated with the aforementioned required documentation.**

### **2. Compensation for interruption of the purchased trip**

In the event that the trip is interrupted for one of the reasons listed in the previous article, the Company will provide the Insured Party with compensation for the value of the trip in proportion to the number of unused days starting from the trip's date of interruption **and up to the limit established in the Special or Specific Conditions.**

**This guarantee shall come into effect as soon as the Insured Party uses the first services of the combined trip or, when applicable, boards or uses the first mode of transportation of the trip covered by the insurance.**

**This guarantee entitles the Insured Party to compensation if the trip interruption is caused by one of the reasons listed in this article's previous**

# General Conditions for Each Type of Coverage

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section and following submission of the documents necessary for processing.

### 3. Compensation for missed tours or excursions

The Company will reimburse the Insured Party, **up to the limit established in the Special or Specific Conditions** for the canceled leisure or cultural tours and excursions that were purchased at the destination and for which payment was given to the provider, **provided that the tour was canceled for any of the reasons listed in section 1 of this article.**

## ARTICLE 5.1. SPECIFIC EXCLUSIONS FROM THE COVERAGE FOR CANCELLATION COSTS AND INTERRUPTED TRAVEL

The present coverage does not cover the risks indicated next, nor those agreed to in article 11 of these General Conditions, except that included in point 1, letter b), section b) of said article This coverage does not cover trip cancellations caused by the following events or their consequences:

- a) Medical treatments or non-urgent surgery, blood tests, medical tests, rehabilitation sessions, and check-ups.
- b) Medical contraindication or vaccination, or the impossibility to continue the recommended medical treatment at certain destinations.
- c) Illnesses where the transmission rate is such that it is considered an epidemic and/or pandemic.

## ARTICLE 6. COVERAGE FOR EXTRAORDINARY CIRCUMSTANCES

The Insurance Company covers the guarantees that are included in this article when as a consequence of earthquakes, tsunamis, extraordinary flooding (including sea pounding) volcanic eruptions, hurricanes, (including extraordinary winds over 120 km/h, hurricanes and tornadoes) or meteorites, the flight or boat trip hired by the Insured Party is definitively canceled or there is a delay of over 24 hours from the expected departure time indicated on the ticket.

### 1. Cancellation Costs

When, due to the aforementioned natural phenomena, **the trip covered by the insurance is definitively canceled or there is a delay of greater than 24 hours** from the expected departure time indicated on the ticket, the Insurance Company will reimburse the **expenses for the transportation and accommodations that were purchased and unused by the Insured Party and cannot be recovered from the tour operator or travel agent.** The costs to reimburse are indicated below:

## General Conditions for Each Type of Coverage

- a) Amounts paid for accommodation (including deposits), for tourist trips or the hiring of guide services or interpreters, paid by the Insured Party to the travel agency, **with a maximum limit agreed on in the Specific or Special Conditions.**
- b) Amounts paid by the Insured Party for the transport of part or parts of the trip that may not be carried out when these costs cannot be returned by the carrier according to the applicable legislation and the amounts paid (including deposits) for the transportation during the trip, such as car rental, train, plane, or ferry tickets **with the maximum limit agreed to in the Specific or Special Conditions.**
- c) Amounts paid by the Insured Party for the hiring of professional services dedicated to the care of family members, children, or domestic animals **up to the maximum limit agreed to in the Specific or Special Conditions.**

### **2. Expenses from the inability to return to the Insured Party's residence**

When, due to the aforementioned natural phenomena, the Insured Party cannot return to their residence in Spain on the departure date and time indicated on the ticket **due to definitive cancellation of the purchased flight or boat trip or a delay of greater than 24 hours**, the Insurance Company will provide reimbursement for the expenses incurred that are listed below, **up to the maximum limit agreed upon in the Special or Specific Conditions.**

- a) The accommodation costs paid by the Insured Party, with **a limit of up to 100 euros for each day it is not possible to return home.**
- b) The train, plane, ferry, or car rental expenses hired by the Insured Party, when the transportation company, tour operator, or travel agent has not been able to provide another appropriate transportation alternative to return home.

### **DOCUMENTS TO BE SUBMITTED BY THE INSURED PARTY**

In order to process reimbursement of expenses covered by the above guarantees, the Insured Party must provide the Insurance Company with the following documents:

- a) Copy of the ticket that gives the right to the transportation, issued by driver or the authorized agent.
- b) Certificate of the airline or maritime transportation in which it is specified the cause by which the trip has been canceled.
- c) For the guarantee of "Costs due to the inability to return to the Insured Party's home," the copy of the ticket that accredits the insured party has used an alternative means of transport.
- d) Original invoices of the payments done by the Insured Party and which are requested to be returned.

# General Conditions for Each Type of Coverage

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## ARTICLE 6.1. SPECIFIC EXCLUSIONS FROM COVERAGE DUE TO EXTRAORDINARY CAUSES

The present coverage does not cover the risks indicated next, nor those agreed to in article 11 of these General Conditions, except that included in letter b), section a) of said article:

- a) The reimbursement of expenses covered by this coverage that the Insured Party can recover from the authorized transportation company, tour operator or travel agency, or any other provider that has been hired.
- b) The transportation and accommodation costs that have been paid by the authorized transportation company, tour operator, or travel agency
- c) Any telephone or telefax costs or connection to communication networks.

## ARTICLE 7. PERSONAL ACCIDENT COVERAGE

This coverage encompasses accidents that the Insured Party may sustain during the trip covered by the insurance.

### 1. Compensation for accidental death of the traveling Insured Party

If an accident covered by the policy results in the death of the Insured Party while they are traveling, the Company will pay the Beneficiary the insured sum **that has been established in the Special or Specific Conditions.**

**For Insured Parties under 14 years old and/or legally disabled individuals, compensation for this guarantee will be for defrayal of the Insured Party's burial expenses, with a limit of € 3,500, following submission of the certifying receipt.**

If there is neither designation of nor rules to determine the Beneficiary upon the death of the Insured Party, the insured amount shall constitute part of the estate of the Insured Party. When there are several Beneficiaries, unless there is a contrary agreement, payment of the insured amount will be settled in equal shares or in proportion to the inheritance percentage if the designation was made in favor of inheritors. **Unless there is a contrary agreement, the share not received by one Beneficiary will increase the shares of the other beneficiaries.**

**Should any of the Beneficiaries prove to be the fraudulent originator of the accident, their designation as a beneficiary will be null and void, and the share that would have corresponded to said Beneficiary will increase the shares of the other Beneficiaries or, when applicable, form part of the Insured Party's estate.**

# General Conditions for Each Type of Coverage

**If the Company had paid a compensation for disability prior to death as a result of the same accident within one year of the event, it shall compensate the difference between the amount paid and the insured amount in the event of death. If the amount already compensated is greater, the Company shall not claim the difference.**

**In order to make claims for compensation under this guarantee, the Policyholder or Beneficiaries must provide the Company with the following documents:**

- a) Birth certificate and the death certificate of the Insured Party.**
- b) Those that confirm the Beneficiaries.**
- c) If the beneficiaries are the Insured Party's heirs, a copy of the document accrediting the partition or allocation of the inheritance or, where appropriate, the appointment of heirs issued by the competent judge.**
- d) Letter of payment or exemption of inheritance tax completed by the Delegation or Tax Authorities.**

## **2. Compensation for accidental death of the Insured Party traveling in a public mode of transportation**

In the event that the Insured Party dies while traveling as the result of an accident occurring on a public mode of transportation, the Company will act in accordance with the provisions of section 1 of this article (Guarantee for Compensation for accidental death of the traveling Insured Party).

For the purposes of this insurance, a public mode of transportation will be understood as the mode purchased to carry out the trip covered by this insurance, **limited to airplane, boat, train, or coach**, including boarding and disembarking from said modes of transportation. Similarly, the mode of transportation used during the direct route from the point of departure or arrival (residence or hotel) to the trip's terminal (station, airport, port), will be considered to be a public mode of transportation (**limited to taxi, rental car with driver, tram, bus, train, or subway**).

## **3. Scaled compensation for permanent disability of the traveling Insured Party**

For the purposes of the insurance, disability will be understood as the anatomical loss or dysfunction of limbs or organs as a result of bodily injuries caused by an accident affecting the Insured Party while traveling.

The amount of the compensation shall be determined by applying the percentages established in this guarantee's scale of injuries to the insured sum established in the Special or Specific Conditions. When determining the percentages, only the scale and not the Insured Party's profession, age or any other factor other than the scale, will be considered.

# General Conditions for Each Type of Coverage

## INJURY SCALE

Percentage of  
compensation

### Head and nervous system

• Complete mental incapacity .....	100
• Severe forms of epilepsy .....	60
• Total blindness .....	100
• Loss of one eye or vision therein, if the other was lost previously	70
• Loss of an eye, preserving the other eye or reducing binocular vision by half .....	25
• Bilateral traumatic cataract removal (aphakia) .....	20
• Unilateral traumatic cataract removal (aphakia) .....	10
• Total hearing loss .....	50
• Total hearing loss in one ear, if the other ear previously lost hearing .....	30
• Total hearing loss in one ear .....	15
• Total loss of smell or taste .....	5
• Total loss of speech, inability to produce coherent sounds .....	70
• Removal of the lower jaw .....	30
• Serious disorders in both maxillary joints .....	15

### Spinal column

• Paraplegia .....	100
• Quadriplegia .....	100
• Limitations to mobility as a result of vertebral fractures with no neurological complications or serious spinal column deformations: 3 percent for each affected vertebra with a maximum of .....	20
• Barré-Lieou syndrome .....	10

### Thorax, abdomen, and genitourinary tract

• Loss of a lung or reduction of lung capacity by half .....	20
• Nephrectomy .....	10
• Splenectomy .....	5
• Colostomy .....	20

### Upper limbs

• Amputation of one arm at the glenohumeral joint .....	70
• Amputation of one arm at the level of the elbow or above it .....	65
• Amputation of one arm below the elbow .....	60



# General Conditions for Each Type of Coverage

## INJURY SCALE

Percentage of  
compensation

• Amputation of a hand at the level of the wrist or below it.....	55
• Amputation of four fingers from one hand.....	50
• Amputation of one thumb .....	20
• Total amputation of one index finger or two of its phalanges.....	15
• Total amputation of any other finger or two phalanges of a finger.....	5
• Total loss of motion in one shoulder .....	25
• Total loss of motion in one elbow.....	20
• Total paralysis of the radial, ulnar, or median nerve .....	25
• Total loss of wrist motion.....	20
<b>Lower limbs</b>	
• Total loss of motion in one hip.....	20
• Amputation of one leg above the knee .....	60
• Amputation of one leg keeping the knee intact .....	55
• Amputation of one foot .....	50
• Partial amputation of one foot maintaining the heel.....	20
• Amputation of one big toe .....	10
• Amputation of any other toe .....	5
• Shortening of a leg by 5 cm or more .....	10
• Total paralysis of the external popliteal sciatic nerve.....	15
• Total loss of motion in one knee.....	20
• Total loss of motion in one ankle.....	15
• Serious difficulty walking following the fracture of one calcaneus.....	10

The following principles shall govern the application of the injury scale:

- a) **The types of disabilities not expressly indicated herein will be compensated in keeping with other similar cases.**
- b) **If a limb or organ had been amputated or was functionally limited prior to the accident, the percentage of compensation will be the difference between the pre-existing disability and the condition following the accident.**
- c) **The percentage of compensation for the non-dominant upper limbs should be reduced by 15 percent when the injuries do not affect the dominant side.**

# General Conditions for Each Type of Coverage

- d) **Partial limitations and anatomical losses will be compensated in proportion to the absolute loss of the limb or affected organ. The complete dysfunction of a limb or organ will be considered to be a total loss thereof.**
- e) **The sum of the percentages of compensation for different types of partial disability in the same limb or organ cannot be higher than the percentage established for its total loss. The accumulation of all disability percentages caused by the same accident will not yield a compensation greater than 100 percent.**

The recognition of the right to this guarantee solely corresponds to the Company, who will verify the Insured Party's disability. To this end, the Company will assess the Insured Party's physical condition after a doctor has recognized and declared that their condition is permanent in the medical reports the Insured Party is required to provide to certify their disability.

If the Company is unable to assess the physical condition of the Insured Party after twelve months have elapsed since the date of the accident, they may request a new term of up to an additional twelve months. At the end of this term, the Company will determine whether there is a disability or not, and, if so, the degree of disability that will be considered to be definitive for the purposes of the insurance. If the Insured Party does not accept the degree of disability assigned by the Company, they may defer to a third-party expert as provided for under article 38 of the Insurance Contract Act. Each party shall bear the costs of their expert. The Insured Party and the Company shall each pay half of the costs for the third-party expert and related expenses for external appraisal. Notwithstanding the foregoing, a party who has made the involvement of an expert necessary because of an injury appraisal that is evidently disproportional, shall bear such costs entirely.

## **4. Compensation for accidental permanent disability of the Insured Party while traveling in a public mode of transportation**

In the event of permanent disability as a result of bodily injuries caused by an accident while the Insured Party was traveling on a public mode of transportation, the provisions of section 3 of this article will apply.

For the purposes of this insurance, a public mode of transportation will be understood as the mode purchased to carry out the trip covered by this insurance, **limited to airplane, boat, train, or coach**, including boarding and disembarking from said modes of transportation. Similarly, the mode of transportation used during the direct route from the point of departure or arrival (residence or hotel) to the trip's terminal (station, airport, port), will be considered to be a public mode of transportation (**limited to taxi, rental car with driver, tram, bus, train, or subway**).

# General Conditions for Each Type of Coverage

## **ARTICLE 7.1. SPECIFIC EXCLUSIONS FROM PERSONAL ACCIDENT COVERAGE**

In addition to the General Exclusions for all guarantees in this policy, described in Article 11 of these General Conditions, the "Personal Accident Coverage" does not guarantee accidents with the following as their cause and consequences:

- a) Damages caused during strikes.
- b) Intoxication or poisoning due to ingestion of food products.
- c) Injuries resulting from surgical procedures or medical treatments required as the result of an accident that is not covered by the policy.
- d) Infectious illnesses, such as sleeping sickness, malaria, yellow fever, and, in general, illnesses of any nature, fainting, syncopes, strokes, epilepsy or epileptiforms, as well as those originated by any kind of loss of consciousness as the result of an accident according to the definition of "Accident" in article 2 of these General Conditions.
- e) Occupational accident, except for due to performing activities that do not represent a risk to the worker's physical integrity and/or health.
- f) Use, as passenger or crew member, of helicopters and aircraft not authorized for public passenger transportation.
- g) Accidents taking place before the entry into force of this insurance, even if they appear during its validity, as well as the consequences or effects of an included accident that appears after three hundred sixty-five days after the date of occurrence.

## **ARTICLE 8. THIRD-PARTY LIABILITY COVERAGES**

This coverage will cover the financial consequences resulting from Extracontractual Third-Party Liability which the Insured Party may incur, in accordance with Law, for the duration of the policy, due to bodily harm or material damages and damages involuntarily caused to third parties when the Insured Party is traveling during the covered trip.

This coverage guarantees payment of any compensations for which the Insured Party is liable, the court fees and out-of-court costs for the Insured Party's defense, provided that the Insurer assumes responsibility for legal management of the claim, and coverage of the judicial bonds required to ensure third-party liability in the proceeding, **with the conditions, limits, and exclusions agreed upon in this contract.**

# General Conditions for Each Type of Coverage

## ARTICLE 8.1. INDIVIDUAL THIRD-PARTY LIABILITY

The Insured Party's third-party liability coverage included in this guarantee covers liability arising from the following risks, events, and circumstances:

- In their position as the HEAD OF A FAMILY, due to the actions or omissions of those people for whom they are responsible.
- PRACTICING SPORTS as an amateur.
- The use of WATERCRAFT, powered solely by pedals or oars.
- The use of NON-MOTOR VEHICLES, such as bicycles, roller skates, and any vehicle with characteristics similar to the aforementioned.
- As a tenant or user of a dwelling or room, when the use is not permanent, provided that they are only used for residence by the holder of the insurance.
- This coverage is also extended to third-party liability resulting from the presence of a garage, pool, garden, transformers, boilers, individual TV antennas, and similar objects in the Insured Party's temporary residence.
- For damage caused by WATER, FIRE, OR EXPLOSION, whether they originate inside the Insured Party's residence or outside of it, and regardless of whether the originator of the damage is the Insured Party or any of the people for whom they are responsible.
- For the actions or omissions of DOMESTIC SERVICE staff, when they are working for the Insured Party. The staff who care for the dwelling and its facilities or perform domestic activities are also included as such.
- As an owner of DOMESTIC ANIMALS.

## ARTICLE 8.2. EXCLUSIONS FROM INDIVIDUAL THIRD-PARTY LIABILITY GUARANTEE

**This guarantee does not cover:**

- a) **The compensation of material damage to goods belonging to employees or dependents of the Insured Party.**
- b) **Claims related to asbestosis or any illness, including cancer, resulting from the manufacture, production, transformation, assembly, sale, or use of asbestos or products containing it.**
- c) **Monetary loss whose origin is the activity of the Insured Party as director, advisor, or manager of private companies, associations, or clubs, or as company representative or administrator.**
- d) **The third-party liability derived from the use or an industry or business, practicing a profession or a paid services, or an activity in an association of any kind, even when honorary.**

## General Conditions for Each Type of Coverage

- e) **Claims arising from workplace accidents involving the Insured Party's dependents.**
- f) **Liability for damages directly or indirectly caused by any disturbance in the natural state of air, inland water, marine water, or ground water, soil, subsoil, and, in general, in the Environment, due to the following:**
  - **Emissions, dumping, injections, deposits, leaks, discharges, spills, or filtrations of contaminant substances.**
  - **Radiation, noises, vibrations, odors, heat, temperature changes, electromagnetic fields, or any other type of wave.**
  - **Toxic or contaminant smoke from fires or explosions.**

### ARTICLE 8.3. THIRD-PARTY LIABILITY FOR INSTRUCTORS

The policy specifically covers damage affecting people under the care or protection of the Insured Party, in addition to the damage caused by said individuals to third parties during field trips, tours, and similar events, provided that these damages are caused by a culpable or negligent omission or action of the Insured Party.

### ARTICLE 8.4. EXCLUSIONS FROM THE GUARANTEE OF THIRD-PARTY LIABILITY FOR INSTRUCTORS

**This guarantee does not cover:**

- a) **The incidents occurred that can be attributable to the Management of the Center in which the Insured Party is located while rendering the service, as well as those caused by the facility (building, furniture, gym equipment or similar) or having been served food products in poor condition. Where the Insured Party performs the role of manager as well as a teacher, the coverage shall only apply to the latter function.**
- b) **Those produced by actions or omission of the Insured Party in their private life or carrying out activities different from the professional one that is a risk covered by this policy.**
- c) **Material damage caused by the persons in charge to each other, and damage that may be caused to the facilities where the risk takes place or to property belonging to teachers or monitors.**
- d) **Those caused by the practice of notoriously dangerous sports or activities, being specially excluded the following: car racing, motorcycling, scuba diving, climbing, bungee jumping, speleology or cave exploration, boxing, any type of aerial sports (parachuting, aerial**

# General Conditions for Each Type of Coverage

station, free flight and gliding, paragliding, etc.), rafting, canyoning, skiing, snowboarding, rappel, paintball, horseback riding and water skiing and the use of weapons of any kind.

- e) Claims arising from workplace accidents involving the Insured Party's dependents.

## ARTICLE 8.5. EXPENSES FROM DEFENSE AND CIVIL BONDS IN THIRD-PARTY LIABILITY PROCEEDINGS

The following are also guaranteed by this contract, with a limit of 3,000 euros for proceedings in Spain and 6,000 euros for overseas proceedings, provided that the motive for the claim is included in the policy's coverages:

- The provision of judicial bonds required to ensure third-party liability in the proceedings.
- Court costs, which will be paid in the same proportion between the compensation that shall be provided by the Insurance Company, in accordance with the policy, and the total liability on the Insured Party in the claim.
- The Insurance Company shall be responsible for the legal representation and the defense costs related to the injured party's claim. The Insured Party must collaborate as necessary with the legal representation provided by the Insurance Company. **If the Insured Party appoints their own defense, they shall be responsible for the court fees associated with said defense.**
- The aforementioned provisions will be equally applicable in the event of criminal proceedings against the Insured Party insofar as they relate to the activities subject to the insurance, with the prior consent of the defendant. **In the event that the Insured Party appoints their own defense, any legal fees arising from this representation will be exclusively borne by the Insured Party.**
- **If the legal proceedings against the Insured Party result in a court conviction, the Insurance Company will decide whether to appeal the ruling to the relevant Superior Court; should the Insurer decide not to appeal, it will communicate its decision to the affected party, who will be free to appeal at their own cost.**

**In case of the latter, should the appeal produce a sentence that is favorable to the Insurance Company's interests and reduces compensations to be paid, the Insurer will be required to cover the costs of the appeal.**

- If a conflict arises between the Insured Party and the Insurer because the latter holds interests in the claim that run counter to the defense of the Insured Party, the Insurer will communicate this to the Insured Party, without prejudice to undertaking

## General Conditions for Each Type of Coverage

the tasks that, due to their urgent nature, are necessary for the defense. Under these circumstances, the Insured Party may choose to either maintain the legal representation provided by the Insurance Company or entrust their defense to another person. **In the latter case, the Insurance Company must cover the cost of such legal services up to the limit established for this coverage.**

- If an amicable agreement is reached in terms of third-party liability, the responsibility for the Insured Party's criminal defense will be optional for the Insurer and subject to the prior consent of the defendant.
- In the event that the aforementioned court fees, in addition to the compensation awarded, exceed the maximum insured sum per claim, the Insurance Company will pay out sums that exceed said limit, **provided that such legal actions are filed with Spanish courts.**

**In the event that an express agreement is reached to expand the territorial scope of the coverage of the policy and suits are filed with foreign courts, the maximum amount payable by the Insurance Company in terms of the compensation awarded and court fees shall not exceed the amount established in the policy as the compensation limit per claim.**

### **ARTICLE 9. LEGAL ASSISTANCE COVERAGE OUTSIDE THE USUAL COUNTRY OF RESIDENCE**

The guarantees regarding legal assistance are listed in this article and will be provided in accordance with the conditions established below.

#### **1. Legal defense costs in proceedings resulting from a traffic accident outside the usual country of residence**

The Company shall be responsible for the costs arising from the legal defense of the Insured Party in civil or criminal proceedings brought against them for a traffic accident outside of their usual country of residence, **up to the limit established in the Special or Specific Conditions.**

**The legal defense team with a lawyer and prosecutor shall be selected by the Insured Party. However, the Company shall offer the Insured Party the legal services it has available for this purpose.**

#### **2. Advance of bonds in legal proceedings resulting from a traffic accident outside the usual country of residence**

The Company shall, for the Insured Party, fulfill the requirements of the bonds required by foreign courts to guarantee payment of the fees and court fees or to guarantee their provisional release in criminal proceedings arising from a traffic accident outside of their usual country of residence, **up to the limit established in the Special or Specific Conditions.**

## Extraordinary Events

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**The Company reserves the right to request the corresponding written acknowledgment of debt from the Insured Party.**

**Similarly, the Insured Party is required to repay the Company for the amount provided for bond payment in a maximum term of three months without the need for a specific request from the Company. In the event that the total amount of the bonds exceeds 3,000 euros, the Insured Party shall guarantee its reimbursement by making a deposit to the bank account indicated by the Company.**

### **INDEMNITY CLAUSE FOR THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES ARISING FROM EXTRAORDINARY EVENTS IN INDIVIDUAL INSURANCE**

#### **ARTICLE 10. INSURANCE COMPENSATION CONSORTIUM**

As provided for under the Consolidated Text of the Legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004 of October 29, the policyholder of an insurance contract of the type which requires payment of charges to the aforementioned public business entity has the capacity to agree on the coverage of extraordinary risks with any insurer meeting the conditions established by the legislation in force.

Compensations arising from claims lodged because of extraordinary events occurring in Spain and also overseas when the usual residence of the Insured Party is in Spain shall be paid by the Insurance Compensation Consortium when the Policyholder has settled payment of the charges corresponding thereto and when any of the following situations arises:

- a) The extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy taken out with the insurer.
- b) The extraordinary risk is covered by said insurance policy but the insurer's obligations cannot be enforced because they have been legally declared bankrupt or are undergoing liquidation proceedings involving or assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall act in a manner consistent with the aforementioned legal Statute, the Insurance Contract Act (Law 50/1980 of October 8), the Regulation governing extraordinary risk insurance, approved by Royal Decree 300/2004 of February 20, and additional provisions thereof.



### ARTICLE 10.1. COVERED EXTRAORDINARY EVENTS

- a) The following natural phenomena: earthquakes and tsunamis; extraordinary flooding (including that caused by breaking waves); volcanic eruptions; atypical cyclonic storms (including wind gusts over 120 km/h and tornadoes); and falling astral bodies and meteorites.
- b) Those occurring violently as a result of terrorism, rebellion, sedition, mutiny, and civil unrest.
- c) Events or actions involving the Armed Forces or Security Forces in peacetime.

Atmospheric and seismic events, volcanic eruptions and falling 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 other public bodies that are authorities in this field. In cases of events of a political or social nature, and in the event of damage caused by events or actions of the Armed Forces or Security Bodies or Forces in peacetime, the Insurance Compensation Consortium may seek information about the events from the competent legal and administrative bodies.

### ARTICLE 10.2. EXCLUDED RISKS

- a) Risks not eligible for compensation according to the Insurance Contract Act.**
- b) Risks caused to persons insured by an insurance contract other than those in which payment of the surcharge to the Insurance Compensation Consortium is required.**
- c) Risks resulting from armed conflict regardless of any official declaration of war.**
- d) Risks derived from nuclear energy notwithstanding the provisions of Law 12/2011 of May 27, on third-party liability for nuclear damages or those produced by radioactive materials.**
- e) Risks caused by natural phenomena other than those set forth in section 1.a) above and, specifically, risks caused by elevation of the water table, mountainside movements, landslides, rock detachment, and similar phenomena, except when these are caused by rain that, in turn, has provoked extraordinary flooding in the area occurring simultaneously to said flooding.**
- f) Risks caused by riots during assemblies and demonstrations taking place as contemplated in Organic Law 9/1983 of July 15, regulating the right of assembly, and during legally organized strikes except**

## Extraordinary Events

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when such actions may be classified as extraordinary events as specified in paragraph 1.b) above.

- g) Risks caused by bad faith on the part of the Insured Party.**
- h) Risks caused by claimable events arising before the first premium payment or when, as contemplated in the Insurance Contract Act, the Insurance Compensation Consortium's coverage is suspended or the insurance is terminated as a result of failure to pay the premiums.**
- i) Claimable events that are classified by the National Government as "national catastrophes or calamities" due to their magnitude and severity.**

### ARTICLE 10.3. EXTENSION OF COVERAGE

1. Coverage of extraordinary risks shall cover the same people and same insured sums as established in the insurance policy for ordinary risks.

2. In life insurance policies that according to the provisions of the contract, and in accordance with the regulations on private insurance, generate mathematical provision, the coverage of the Insurance Compensation Consortium will refer to the capital at risk for each Insured Party, i.e., the difference between the insured sum and the mathematical provision that the insurer that issued it must have established. The amount corresponding to the mathematical provision shall be paid by the aforementioned insurer.

### ARTICLE 10.4. REPORTING DAMAGES TO THE INSURANCE COMPENSATION CONSORTIUM

1. The request for damage compensation covered by the Insurance Compensation Consortium shall be communicated to this body by the Policyholder, the Insured Party, or the Beneficiary of the policy, or by anyone acting for and on behalf of the above, or by the insurer or the insurance intermediary with whose intervention the insurance was managed.

2. Damages may be reported and information obtained on the procedure and the status of processing claims:

- **By calling the Insurance Compensation Consortium Call Center (900 222 665 or 952 367 042).**
- **Through the Insurance Compensation Consortium website ([www.consorsegueros.es](http://www.consorsegueros.es)).**

3. Damage Assessment: The assessment of damages liable for compensation under insurance legislation and the contents of the insurance policy shall be performed by

the Insurance Compensation Consortium, without it being bound by the assessments, if any, that the insurer covering ordinary risks may have made.

4. Payment of compensation: The Insurance Compensation Consortium shall make the payment of the compensation to the beneficiary of the insurance by bank transfer.

### **ARTICLE 11. GENERAL EXCLUSIONS FOR ALL COVERAGES**

**1. In general, the following risks and their consequences are excluded for all coverages in the contract:**

- a) **Those caused directly or indirectly by the bad faith of the Insured Party because of their involvement in illegal or fraudulent acts, severe negligence, or imprudence.**
- b) **Extraordinary events, understood as:**
  - **The following natural phenomena: earthquakes and tsunamis, extraordinary flooding, volcanic eruptions, atypical cyclonic storms, and falling astral bodies or meteorites.**
  - **Those occurring violently as a result of terrorism, rebellion, sedition, mutiny, or civil unrest.**
  - **Events or actions involving the Armed Forces or Security Forces in peacetime.**
- c) **The consequences of the actions of the Insured Party while insane or under psychiatric treatment.**
- d) **Those arising with the participation of the Insured Party in gambling, wagers, or fights except in case of legitimate defense or need.**

**2. Except when expressly included in the Special or Specific Conditions, risks and consequences resulting from the following activities are excluded:**

- a) **The practice of skiing and/or similar sports.**
- b) **The practice of the following adventure and sports activities: hiking, kayaking, drones / model aircraft, orienteering, paddle surfing, paintball, photographic safari, archery, canoeing, rowing, sailing, fun runs / marathons / half marathons / trail runs, chess, swimming, fencing, water polo, sport fishing, airsoft, table tennis, horseback riding, bike / segway / scooter tourism, adventure park / zip lines / suspension bridges, via ferrata, surfing / windsurfing, snorkeling, off-road 4x4 driving, obstacle courses, baseball, badminton, paddle tennis, obstacle / Spartan races / amateur bike races / ironman, pelota, triathlon, track and field, dancesport, tennis, climbing / climbing wall, mountain biking, alpinism, water skiing, karts, jet**

# General Rules

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skiing, caving, mountaineering, hockey, skating / skateboarding, gymnastics, martial arts, wrestling, weightlifting, equestrianism, Olympic shooting, enduro, quads, rafting, riverboarding, canyoning, kitesurfing, buggy riding, diving, underwater caving, handball, football, soccer, rugby, volleyball / beach volleyball, motocross, futsal, Canarian wrestling, basketball, hot air ballooning, paragliding, skydiving, bungee jumping, ultralight aviation, hang gliding, hunting and safari, motorcycling, motor racing, road cycling, parkour, muay-thai, boxing, MMA, golf, and sailing in international waters in vessels not intended for public passenger transport.

- c) Those arising from participation of the Insured Party in competitions and preparatory trials or training.

**3. In addition to the exclusions listed above, the risks covered do not encompass the following services and situations:**

- a) Services that the Insured Party has commissioned on their own behalf without prior communication to and consent from the Company, except in case of emergency in a situation that prevents the Insured Party or others from contacting the Company beforehand. The Insured Party must justify the emergency, as well as the impossibility of contacting the Company, and submit the original receipts and invoices for such services.
- b) The costs incurred in once the Insured Party is at their usual address, those incurred in outside the scope of application of the insurance's guarantees, and in any case, in the case of temporary or renewable hiring in which the maximum temporary limitation of each trip is not established, those occurring once the date of the contract's trip has passed, or in the case of renewable hiring with the establishment of a maximum duration of each trip, in which the established maximum temporary duration has exceeded, as established in the Additional Clauses or in the Specific or Special Conditions.

**4. The Company will not be held liable when any of the benefits or services contemplated in the policy cannot be rendered due to force majeure.**

## General Rules

### ARTICLE 12. BASIS OF THE INSURANCE

1. This contract is entered into on the basis of the declarations made by the Policyholder and/or the Insured Parties on the insurance application, which have determined

the acceptance of the risk by the Company and the calculation of the corresponding premium.

2. If the contents of the policy differs from the insurance proposition or agreed clauses, the policyholder may call on the Company within a month following delivery of the policy to remedy the existing difference. If no request is made within this period, the provisions of the policy shall apply.

3. In case of information withheld or inaccuracy in the declaration, the Company may rescind the contract by statement addressed to the Policyholder within the period of one month, starting from the knowledge of the withholding or inaccuracy. The Company will be responsible for the premiums for the current period at the time this statement is made, except in the case of willful misconduct or gross negligence on its part.

4. If the claimable event occurs before the Company makes such a declaration, the compensation will be reduced proportionally to the difference between the agreed premium and the premium that would have been applied if the true scope of the risk had been known. The Company will be released of any obligation to pay compensation if the Policyholder commits fraud or gross negligence.

5. If this withheld or inaccurate information is only attributable to one of the Insured Parties, the Company may exclude them from the policy with a notice addressed to the Policyholder.

### **ARTICLE 13. EXECUTION, EFFECTIVE DATE AND DURATION OF THE INSURANCE**

1. The insurance is executed through consent of the parties and will enter into force on the day and time indicated in the policy's Specific Conditions, provided that the Policyholder has paid the first premium bill.

**2. The insurance is stipulated for the period indicated in the Specific Conditions. If the policy is taken out for renewable periods, it shall be tacitly extended for equal periods, unless one of the parties objects by providing written notice thereof to the other party, at least one month before the end of the current period when the policyholder opposes the extension and two months when the insurer opposes.**

3. Should a party seek to modify the guarantees under contract, excluding or reducing their coverage, it shall notify the other party thereof at least two months before the end of the current period. If the notified party fails to respond fifteen days before expiration of this term, it will be understood that said party has accepted this modification, which will become effective in the next insurance period. However, if the reply is negative, the party may rescind the policy on said date.

### **ARTICLE 14. PREMIUM AMOUNT, PAYMENT AND CONSEQUENCE OF NON-PAYMENT**

The Policyholder shall be required to pay the premium according to the contract's General and Specific Conditions. In absence of an agreement as regards the place of payment, the Company shall deliver the bills to the last residence notified by the Policyholder.

The premium is indivisible and shall be owed to the insurer in its entirety for the duration of the contract agreed upon, even in the event that payment in installments is agreed. Should the contract or any of its extensions be terminated before the agreed maturity date, the insurer shall not be required to reimburse the Policyholder with any amount of the premium paid in whole by the latter, except as required by law.

#### **INITIAL PREMIUM**

1. The initial premium is established in the Specific Conditions and corresponds to the initial period of coverage indicated therein.
2. If, for reasons attributable to the Policyholder, the first premium has not been paid, with the contract having been signed or upon its maturity, the Company has the right to terminate the contract or to demand the payment of the premium through enforcement.
- 3. Unless otherwise expressly agreed, if the premium has not been paid before there is a claimable event, the Company shall be released from its obligations.**

#### **SUBSEQUENT PREMIUMS**

1. In the case of tacit extension of the contract, the premium for successive periods will be the premium arising from application of the premium rates that the company has established at any given time based on technical-actuarial criteria and also considering modifications to guarantees or causes of risk aggravation or reduction that may have taken place in line with the provisions set forth in these General Conditions.
2. At least two months before the contract expires, the Insurance Company shall inform the Policyholder of the premium amount for the new coverage period by sending a timely notice of bill collection to the address designated for this purpose or, in its stead, to the Policyholder's usual address.
3. Non-payment of one of the subsequent premiums will cause the suspension of the coverage one month after its due date. If a claimable event occurs during that month, the Company may deduct the amount of the outstanding premium for the period in progress from the compensation amount. If the Company does not claim

payment of the outstanding premium within six months following its due date, the contract will be terminated.

4. This policy's premiums shall always be updated automatically applying the variation percentage resulting from the comparison of the Consumer Price Index (CPI) on the date of notification with the previous annual figure, without requiring express agreement.

### **ARTICLE 15. RISK MODIFICATION**

1. During the term of the contract, the Policyholder or the Insured Party must inform the Company as soon as possible of all circumstances that aggravate risk and are of such a nature that if they had been known by the Company at the time the contract was executed, it would not have entered into it or it would have entered into it under more burdensome conditions.

2. The Company may or may not choose to accept the increased risk, according to the following rules:

- a) In event of acceptance, the Company shall provide the Policyholder with the corresponding contract modification proposal within a period of two months from the date when the risk increase was notified.

The Policyholder shall have 15 days following receipt of this proposal to accept or reject it. Should the Policyholder reject it or fail to respond, the Company may, after said term has elapsed, rescind the contract after sending prior notice thereof to the Policyholder and providing a new response deadline of fifteen days, after which, and within the following eight days, it will notify the Policyholder of the final termination.

- b) **If the Company rejects the modification of the risk, it may rescind the contract, notifying the Policyholder within a period of one month following the date the increase was disclosed.**

3. If the Policyholder or Insured Party has failed to make their declaration and a claim is filed, the Company will be released from its obligation if the Policyholder or Insured Parties have acted in bad faith. Otherwise, the Company's obligation to pay out benefits shall be reduced proportionally to the difference between the agreed premium and the premium that would have been applied if the true scope of the risk had been known.

4. During the term of the contract, the Policyholder or the Insured Party may inform the Company of all circumstances that diminish the risk and are of such a nature that if they had been known by the Company at the time the contract was drawn up, it would have entered into it under more favorable conditions.

## **ARTICLE 16. CLAIMABLE EVENTS**

1. When a claimable event occurs, the Policyholder, Insured Party and/or Beneficiary must:

- a) Report the occurrence of a claimable event and request the corresponding assistance, indicating the identification data, policy number, location and the requested services **and always within the established times, maximum seven days since it came to knowledge except if an extended time is established in the Specific Condition of the Policy.** So as to manage a check the claimable event, said conversations may be registered.
- b) Employ all means within their power to mitigate the consequences of the claimable event. **Upon the failure of the Policyholder or Insured Party to fulfill this duty, the Company will be entitled to proportionally reduce its obligations accordingly in consideration of the significance of the damages derived from said failure and the degree of fault attributable to the Insured Party.**  
**If such failure occurs with a clear intention to harm or cheat the Company, it will be released from any obligation to pay out benefits arising from the claim.**
- c) Notify the Company of the existence of other insurance policies taken out with other Companies that could cover the claim.
- d) Collaborate to properly process the claim, notifying the Company as soon as possible of any court, out-of-court, or administrative notification brought to their knowledge and related to the claim.
- e) Provide the Company with all manner of information on the circumstances and consequences of the claim, initial medical care, and progression of the Insured Party's injuries, as well as any complementary information requested. **Failure to fulfill this duty of providing information will result in the loss of the right to compensation should there be fraud or gross negligence.**
- f) **Provide the proof, invoices, certificates and reports that justify the occurrence of the incidents covered by this Policy, as well as having incurred in the costs that can be compensated by it. To this end, a form can be found on the following webpage: <https://www.mapfre.es/seguros/particulares/viajes-ocio/seguros-viaje/reembolso-gastos-asistencia-viaje.jsp>**
- g) Submit to evaluation by doctors designated by the Company, if deemed necessary by the Company to complete the reports provided and travel, at the Company's expense, to the corresponding location to undergo said evaluation.



2. The Company undertakes to settle payment of the compensation or provide the services upon conclusion of the investigations and expert interventions necessary to establish the existence of the claim and, in which case, determine the amount for the resulting damage or the services to render.

3. When the Company decides to reject a claim based on the rules of the policy, it must notify the Insured Party within a maximum of 15 days from the date on which the cause for rejection came to light, providing the reasons for rejection.

If refusal of a claim becomes appropriate after having made payments and providing other benefits for said claim, the Company may request the sums paid or the amount for the services rendered from the Insured Party.

### **ARTICLE 17. SUBROGATION**

1. The Company, after having provided the benefits or paid the compensation, may exercise rights and take steps against persons liable for the claimable event as on behalf of the Insured Party up to their limit, as long as such right is not prejudicial to the Insured Party.

**2. The Insured Party shall be liable for the damages caused by actions or omissions to the Company in its right of subrogation.**

3. The Company will have no right of subrogation against any person whose acts or omissions cause the Insured Party to incur liability, pursuant to the law, or against the person who caused the claimable event who may be, in relation to the Insured Party a direct or collateral family member within the third degree of blood relationship, adoptive parent, and adopted child living with the Insured Party. This rule will not be enforceable if the liability results from willful misconduct or is covered by an insurance contract. In the latter case, the subrogation will be limited in scope to the terms of that contract.

**4. In the case of concurrence of the Insured Party and the Company vis-à-vis a liable third party, any amount obtained will be distributed to both in proportion to their respective interests.**

### **ARTICLE 18. COMMUNICATIONS**

1. Communications from the Policyholder, the Insured Party, or the Beneficiary shall only be considered to be valid when addressed in writing to the Insurance Company.

If the insurance policy is taken out remotely, when the contract has been executed by the mutual verbal consent of the parties, all communication relating to declarations of risk factors and other information required to underwrite and issue the policy or its endorsements shall be made verbally.

Each party mutually authorizes the other to record all telephone conversations held for such purposes.

## General Rules

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2. All communication made between the Policyholder, the Insured or Beneficiary and the Insurer in regard to this Policy may be made and shall be valid, in addition to communication by letter, by any other written means, including email, SMS and fax to the address provided both by the Insurer and the Policyholder, whether on taking out the Policy or at any time thereafter, and the Policyholder must advise the Insurer as soon as possible of any change of address, phone number, fax number or email address.

3. Communication sent to the Insurance Company by an insurance broker on behalf of the Policyholder shall have the same effect as if they had been sent by the Policyholder, except where otherwise indicated by the latter.

4. For group insurance, the Policyholder has the obligation to inform the Insured Parties of the terms and conditions set out in the policy.

### **ARTICLE 19. CONCURRENCY OF INSURANCE**

1. When any of the risks covered by this policy is insured by another Insurer during an identical period of time, the Policyholder or Insured Party must, unless agreed to otherwise, inform the Company of the other existing insurances.

**If such a communication is willfully withheld and the claim results in a case of over-insurance, the Company will not be obligated to pay the compensation.**

2. Once the claimable event has occurred, the Policyholder or Insured Party must report it to the Company, pursuant to article 17 of these General Conditions, indicating the name of the other Insurers, who will contribute proportionally to the benefits.

3. Under no circumstances will the insurance be subject to the unjust enrichment of the Insured Party.

### **ARTICLE 20. TAKING OUT INSURANCE REMOTELY**

1. In the event insurance is taken out remotely, the provisions set forth in this article shall apply. Insurance is deemed to be taken out remotely when only remote communication means are used for negotiating and entering into the contract, without the physical and simultaneous presence of the provider and the consumer, consisting in the use of telematic and electronic means, telephone, fax, or other similar means.

In the event that insurance is taken out remotely, it shall enter into force at 12 P.M. on the day after the Policyholder confirms consent, unless another date has been expressly agreed upon. In any case, the effective date will be included in the Specific Conditions of the policy.

2. In the event that the contract is taken out over the phone, the Company shall undertake to fulfill the corresponding benefits during the 15 day period following the

effective date, even if the premium has not been paid prior to the occurrence of a claimable event.

3. Notwithstanding the indications of the preceding paragraphs, the contract and amendments or additions thereto must be formalized in writing. The Insurance Company undertakes to provide the Policyholder with at least the policy or the provisional coverage document. The Policyholder must provide the Insurance Company with a signed copy of the Specific Conditions of the policy, in addition to the supporting documentation in terms of the circumstances that constitute the risk.

4. When the Policyholder is a consumer; that is, an individual acting with a purpose other than that of a sales or professional activity, they shall have a period of 14 calendar days to withdraw from the remote contract, without indicating a reason and without any penalty, provided that the contract has not expired prior to that date or there has been no claim.

The aforementioned period shall run from the date on which the contract is executed or the date on which the Insurance Company provides the policy or provisional coverage document.

The Policyholder must notify the Insurance Company through a procedure that allows for proof of receipt in any manner permitted by Law, and shall be obliged to pay the corresponding premium up to the time of the withdrawal. In the event that the premium has been paid beforehand, the Insurance Company shall refund said amount to the Policyholder within a maximum period of 30 calendar days, minus the part corresponding to the period of time that the contract was in force prior to withdrawal.

## **ARTICLE 21. LIMITATION, JURISDICTION AND DISPUTES**

### **EXPIRATION**

The statute of limitations for any legal action resulting from this contract will expire in a term of five years, with the exception of those resulting from “Third-Party Liability Coverages,” for which the statute will expire in two years. The statute of limitations shall begin from the date when the actions were undertaken.

### **PROCEDURE FOR SUBMITTING GRIEVANCES AND COMPLAINTS**

In accordance with the established financial service user protection regulations, in the event of a dispute regarding the interpretation or execution of this insurance contract, the Policyholder, Insured Party, the beneficiaries, and the affected third parties, or their rightful claimants, may submit a written complaint or grievance to the Claims Division of MAPFRE by post (Apartado de Correos 281, 28220 Majadahonda, Madrid) or online at [www.mapfre.es](http://www.mapfre.es) in accordance with the Regulations Governing the Resolu-

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tion of Conflicts between MAPFRE Group Companies and the Users of its Financial Services, which can be found on the Website "mapfre.es," and the summarizing rules of conduct, which are provided to the Policyholder together with this contract. You are likewise informed that if you do not agree with the resolution of your claim, in cases in which the intervention of the Insured Party's Ombudsman is relevant in accordance with our rules, you may request that it be sent to said Ombudsman.

Complaints and grievances may be submitted by the Insurance Company's customers, as well as by rightful claimants, regarding the performance of its insurance agents and bancassurance operators, in accordance with the above mentioned Regulations and procedures.

The complaint may be submitted on paper or by computer, electronic or telematic media, as set forth in the applicable legislation and also by phone at 900 205 009. If the complaint or grievance is dismissed or a period of two months has elapsed from the date it was submitted, the user may submit the complaint or grievance to the Complaints Service of the General Directorate of Insurance and Pension Funds (Paseo de la Castellana 44, 28046, Madrid; website: [www.dgsfp.mineco.es](http://www.dgsfp.mineco.es)); to that end, upon request, we can provide the corresponding form."

Only with the express agreement of the parties may disputes arising from the interpretation and performance of this insurance contract be submitted to the judgment of mediators or arbitrators in accordance with current legislation.

### **APPLICABLE JURISDICTION**

This contract is governed by the laws of Spain and, within this system, the competent judge for hearing actions arising from it shall be that of the residence of the Insured Party.

### **ARTICLE 22. MODIFICATION OF THE AGREED UPON COVERAGE**

Any party seeking to modify the guarantees agreed for the ensuing insurance period must notify the other party of its intentions before maturity thereof. In any case, the insurer must notify the policyholder at least two months prior to conclusion of the period in progress so that the policyholder can oppose the contract extension at least one month before said period. If the notified party expresses no opposition through a written notification thereof to the other party, it shall be understood to be accepted and shall become valid in the next insurance period; though if answered negatively, the policy may be rescinded as of said maturity.

# Additional Clauses

## ARTICLE 23

### ADDITIONAL CLAUSE 1

#### **CLAUSE CA-01. PLATINUM SEGURVIAJE**

For the **PLATINUM SEGURVIAJE POLICY**, the following additional conditions are established:

For any type of PLATINUM SEGURVIAJE product with code 610, as well as for the SEGURVIAJE product with code 700, Platinum type, the following individuals will also be considered as Insured Parties for the Personal Travel Assistance Coverage: the spouse, common law partner, single children under 30 years old, and parents/grandparents dependent on the Insurance Holder, provided they reside in the same household.

In addition, for Family contracts in the SEGURVIAJE product with code 700, Platinum type, this provision will apply to all guarantees.

### ADDITIONAL CLAUSE 2

#### **CLAUSE CA-02. SEGURVIAJE FOR HUNTING AND SAFARIS**

For the **SEGURVIAJE HUNTING AND SAFARIS POLICY** the following specific conditions are established:

**1. When hiring a SEGURVIAJE HUNTING AND SAFARIS POLICY, the General Exclusion of big game of section b) point 2 is excluded.**

**2. Third-Party Liability Coverage**

For third-party liability coverage of the **SEGURVIAJE HUNTING AND SAFARIS POLICY**, article 8 of the General Conditions, is revoked, thus being applied the additional conditions established next:

### **ARTICLE 1. COVERED RISKS**

The Company guarantees to the Insured Party the payment of the compensations for which they may be civilly liable for bodily and material damages caused to third parties, due to fault or negligence, when such damages occur during the practice of hunting in any country within the scope of coverage of the insurance indicated in the Special Conditions, **excluding events occurring in Spanish territory.**

## Additional Clauses

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The following are also covered, even in the event of unfounded claims, **up to the insured sum established in the Specific or Special Conditions:** a) The creation of judicial deposits demanded to the Insured Party to guarantee their third party liability; b) the judicial costs when imposed on the Insured Party that will be paid in the same proportion existing between the compensation that must be paid by the Company in agreement with the policy and the total to be charged to the Insured Party of the claimable event.

The Company will assume the legal defense facing the claim of the affected third party, except express agreement on the contrary. They will be charged for the court fees **with a maximum limit of 6,000 euros for the incident occurred overseas.**

The Insured Party shall collaborate as necessary in order to establish the legal defense assumed by the Company.

**If the legal proceedings against the Insured Party result in a court conviction, the Insurance Company will decide whether to appeal the ruling to the relevant Superior Court; should the Insurer decide not to appeal, it will communicate its decision to the affected party, who will be free to appeal at their own cost.**

**In case of the latter, should the appeal produce a sentence that is favorable to the Insurance Company's interests and reduces compensations to be paid, the Insurer will be required to cover the costs of the appeal.**

If a conflict arises between the Insured Party and the Company because there are interests that run counter to the defense of the Insured Party, the Company will communicate this fact to the Insured Party, without prejudice to undertaking the urgent and necessary proceedings for the defense. Under these circumstances, the Insured Party may choose to either maintain the legal defense provided by the Company or entrust their defense to another person. In the latter case, the Company will be obliged to cover the cost of such legal defense **up to a limit of 3,010 euros.**

**When an amicable agreement is reached in civil proceedings, defense in criminal court proceedings will be optional for the Company and, in any case, will be subject to prior consent by the Insured Party.**

**The Policyholder, Insured Party, and/or Beneficiary must not negotiate, accept, or reject affected third-party claims concerning the incident, unless expressly authorized by the Company.**

**The limit established in the Special or Specific Conditions represents the maximum limit for compensation by the Company, in each claim, for the entirety of compensations for bodily harm and material damages.**

### ARTICLE 2. EXCLUDED RISKS

For this guarantee, in addition to the General Exclusions to all the guarantees of this policy described in article 11 of these General Conditions, the consequences originated or produced by the following incidents are not included:

- a) Incidents occurring in the Spanish territory.
- b) Damages caused by the Insured Party when not in possession of the licenses or permits that are legally required for the possession of firearms or hunting practices.
- c) Damage to goods or animals that are in the possession of the Insured Party under any title.
- d) Damage derived from the participation in bets, challenges or contests of any nature or in their preparatory tests, except what is included in these Conditions.
- e) Damage derived from the participation in bets, challenges or contests of any nature or in their preparatory tests, except what is included in these Conditions.
- f) Payment of any sanctions and fines, in addition to the consequences of their non-payment.
- g) Incidents occurring in the Spanish territory.
- h) Responsibilities due to damages caused by the use and circulation of motor vehicles or boats.
- i) Claims for damages sustained by any device or aircraft designed for flight or by damages caused to said objects.
- j) Obligations arising by virtue of pacts or agreements that would not be legally enforceable against the Insured Party in the event the aforementioned agreements did not exist.
- k) Economic losses not resulting from personal or material injury covered in the policy, as well as economic losses arising from bodily harm or property damages not covered in the policy.
- l) Practicing the following sports or activities: car racing, motorcycling, scuba diving and any type of air sports.

### ARTICLE 3. SCOPE OF APPLICATION AND TIME LIMITATION

This coverage will only cover claims arising from events occurring in a country under the scope indicated in the Specific Conditions, which result

## Additional Clauses

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in liabilities covered by the policy, excluding any type of events occurring in Spanish territory.

For the purposes of this coverage, this insurance will cover the consequences of the claims occurring during its period of validity, i.e., from the start of the inception of the policy until the contract's termination date, provided that the claim is reported to the Company during the valid period of insurance or the maximum term of two years following termination of the same, without prejudice to the legally-established statute of limitations.

### **3. Personal Accident Coverage**

Expressly included in the **HUNTING AND SAFARIS SEGURVIAJE POLICY**, are the accidents that may be experienced by the Insured Party while sports hunting abroad, in any of its types, according to the conditions established in article 7 of the General Conditions.







**At your service 24 hours a day**

Information hotline  
**918 366 280 / 900 814 300**

From overseas  
**(+34) 915 811 828**

[mapfre.es](http://mapfre.es)

