



# IATI STAR

Travel insurance policy

## PARTICULAR CONDITIONS

### STAR INSURANCE POLICY

**INSURED:** Travellers who contract a trip, journey or stay away from their regular place of residence with the Policyholder, their names, destinations and the duration of the trip being reported to ARAG before it begins.

**VALIDITY:** In the case of fixed-term policies, the duration will be specified in the Particular Conditions.

If the Insured is not normally resident in Spain, and he/she travels to a country other than Spain, the duration of the insured trip may in no case exceed 120 consecutive days.

If the Insured is not normally resident in Spain and he/she travels to Spain, the duration of the insured trip may in no case exceed 365 consecutive days.

**TERRITORIAL SCOPE:** The Insurance is valid exclusively in Spain, or in Europe, or Worldwide, according to the destination of the trip or stay contracted with the Policyholder.

**GUARANTEES AND LIMITS:** This policy comprises the articles shown as covered in the following list of guarantees, with the limits stated.

	SPAIN	EUROPE	WORLD
<b>GUARANTEES OF ASSISTANCE</b>			
7.1 Medical and health care	900€	350000€	350000€
7.1.1 Dental expenses	500€	500€	500€
7.2 Repatriation and medical transport for injured or sick persons	100% of cost	100% of cost	100% of cost
7.3 Repatriation or relocation of other insured persons	100% of cost	100% of cost	100% of cost
7.4 Travel of a relative in the event of hospitalisation	100% of cost	100% of cost	100% of cost
7.4.1 Subsistence expenses for relatives when abroad	1000€ 100€/day	1000€ 100€/day	1000€ 100€/day
7.5 Convalescence in a hotel	1000€	1000€	1000€
7.6 Repatriation or relocation of the insured person when deceased	100€/day	100€/day	100€/day
7.7 Early return due to the death of a relative	100% of cost	100% of cost	100% of cost
7.8 Early return due to the hospitalisation of a relative	100% of cost	100% of cost	100% of cost
7.9 Early return due to a serious incident in the insured	1000€	1000€	1000€
7.10 Transmission of urgent messages	Serv.Arag	Serv.Arag	Serv.Arag
7.11 Shipment of medication abroad	100% of cost	100% of cost	100% of cost

7.12 Defence against criminal liability abroad	0€	3000€	3000€
7.13 Advance of monetary funds abroad	0€	3000€	3000€
7.14 Information service	Serv.Arag	Serv.Arag	Serv.Arag
7.15 Assistance to relatives at the home address of the insured person who is hospitalised	120€	120€	120€
7.16 Claims regarding purchase contracts abroad	0€	3000€	3000€
7.17 Claims for damages abroad	0€	3000€	3000€
7.18 Claims regarding service contracts abroad	0€	3000€	3000€
7.19 Legal information abroad	Serv.Arag	Serv.Arag	Serv.Arag
7.20 Prolongation of stay due to natural disaster	1000€ 100€/day	1000€ 100€/day	1000€ 100€/day
<b>LUGGAGE</b>			
7.21 Theft of and damage to luggage	1500€	1500€	1500€
7.22 Delay in the delivery of checked-in luggage	300€	300€	300€
7.23 Shipment of objects left behind or stolen during the trip	120€	120€	120€
7.24 Search for, location and shipment of missing luggage	100% of cost	100% of cost	100% of cost
7.25 Administrative fees for the replacement of documents	200€	200€	200€
<b>DELAYS AND MISSED SERVICES</b>			
7.26 trip delayed by late departure of means of transport	300€ 50€ every 6h. delay	300€ 50€ every 6h. delay	300€ 50€ every 6h. delay
7.27 Missed connections due to transport delays	350€	350€	350€
7.28 Failure to board means of transport because of an accident en route	150€	150€	150€
7.29 Changes to services initially contracted	150€ 50€ every 6h. delay	150€ 50€ every 6h. delay	150€ 50€ every 6h. delay
<b>CANCELLATION OF TRIP AND REIMBURSEMENT FOR HOLIDAYS NOT TAKEN</b>			
7.30 Trip cancellation expenses	2000€	2000€	2000€
7.31 Reimbursement for holidays not taken	2000€	2000€	2000€
<b>SUPPLEMENTARY PERSONAL ACCIDENT INSURANCE</b>			
Personal accidents 24h - death	4000€	4000€	4000€
Personal accidents 24h - disability	18000€	18000€	18000€
<b>SUPPLEMENTARY CIVIL LIABILITY INSURANCE</b>			
Private civil liability	60000€	60000€	60000€

The following activities are understood to be covered by this policy, provided that they are not the main reason for the trip and participation is not professional and/or competitive:

Athletics, activities in a gym, activities on horseback (amateur bullfighting, etc.), basketball, motor-powered boats (with skipper), bicycle excursions, canoeing, curling, shooting ranges / small game hunting, organised excursions in balloons, walking in general, jogging, football, golf, pedal boats, ball games, games and other activities on beaches and in camp sites, go karting, kayaking, jet skis, snowmobiles, swimming, sailing, orienteering, standup paddleboarding, padel, paintball, helicopter tours, skating, fishing, canoeing, Tibetan bridge, snow racquets, climbing walls, 4-wheel drive trails, Segway, hiking, snorkling, surfboarding and windsurfing, tennis, zip wires, trekking below 3,000 metres altitude, sledging in ski resorts, sledging with dogs (mushing), equestrian tourism, and any other activity of a similar nature.

The following activities are expressly excluded from the cover of this insurance:

Activities at altitudes greater than 5,000 metres, underwater activities at depths greater than 20 metres, martial arts, aerial ascents and aeronautical journeys, big wall climbing, bobsleighbing, boxing, speed or resistance races, big game hunting, track cycling, cyclocross, combat sports, sports with motorbikes, alpine-style climbing, traditional climbing, solo climbing, ice climbing, winter sports (unless the winter sports extension has been contracted), sports schools and associations, underwater cave exploration, caving at depths greater than 150 metres, potholing in unexplored chasms, speedboats, luge racing, polo, rugby, trial biking, skeleton, white water sports, airsoft, canyoning, underwater diving and activities at depths less than 20 metres, rock climbing at heights up to 8 metres, horse riding, sports climbing, fencing, caving to depths less than 150 metres, waterskiing, flysurfing, hydro bob, hydrospeed, kitesurfing, cycle tours, mountain crossings by bicycle, deep water soloing up to a height of 8 metres, quads, rafting, rapelling, bungee jumping, survival sport, trekking up to an altitude of 5,000 metres, and any other activity not expressly accepted by the Company.

The professional practice of any sport and/or adventure activity and participation in official or private sports competitions, training, trials and wagers are excluded from the cover of this Policy in all cases. A "competition" is understood as any occasion on which the sporting activity is undertaken within the framework of an event organised by a third party other than the Policyholder and/or the Insured. For the purposes of this policy

When the Insured is on board any type of land, sea or air vehicle, the Insurer will not be obliged to provide any type of service. This will be provided as soon as the Insured alights from the vehicle.

The cover provided under the Policy excludes those countries that, during the Insured's trip or stay abroad, are in a state of war, siege, insurrection or armed conflict of any kind, even when this has not been officially declared, and those that are specified in the invoice or in the Particular Conditions.

It is expressly agreed that the Insurer's obligations under this policy terminate as soon as the Insured has returned to his/her usual address, or has been admitted to a medical centre situated no further than 25 km away from the aforementioned address

**SURCHARGE FOR CRUISES 50%**

Insured persons normally resident abroad:

If the Insured's normal place of residence is abroad and the Policy has been contracted via the Internet for a trip to Spain, the premiums will be billed according to the continent of origin. That is, if he/she is normally resident in Europe, the premium payable will be that corresponding to "Europe". If his/her

continent of origin is America, Asia or Oceania, the premium payable will be that corresponding to "Worldwide".

If the destination of the trip is not Spain, in the case of an Insured person normally resident in Europe travelling to a destination in Europe, the premium payable will be that for "EUROPE". In all other cases the premium payable will be that for "WORLDWIDE".

In any case, coverages included in this contract for Insured Parties who are not residents in Spain are limited to trips whose destination is not their country of residence, i.e. trips to their country of residence are excluded.

The insured capital corresponding to each of the guarantees in this policy will be that which would apply to a Spanish person abroad, and the repatriation mentioned in the General Conditions of the policy would always be to the person's normal place of residence abroad, which must be the address from which the policy has been contracted and which was reported to ARAG when the policy was taken out for the purpose of determining both the relevant premium and the limits to the cover provided.

When the Insured is of Spanish nationality and his/her normal place of residence is in Spain, the territorial scope of cover for Private Civil Liability will be Worldwide. When the Insured is normally resident abroad, or is not of Spanish nationality, the Civil Liability guarantee will be valid exclusively for incidents occurring in Spain.

**NOTIFICATION OF JOURNEYS:** The Policyholder shall provide ARAG with all data related to the travellers (names, destinations, duration of the journey) before the start of the journey. The Policyholder shall also make available to ARAG all documents relating to the persons insured under this contract, so that the Insurer can verify the accuracy of the details concerning the travellers provided by the Policyholder.

So that the Policyholder's clients, who will be the Insured parties under this policy, are aware of the guarantees covered by this insurance, ARAG will provide vouchers for the Policyholder to distribute among the clients, these being the only valid document certifying that they are Insured under the policy.

The Policyholder will include the start and end date of each trip on all Vouchers distributed.

**PAYMENT OF PREMIUMS TO ARAG:** Premiums will be paid monthly by cheque made out by the Policyholder and payable to ARAG on receipt of the relevant bill.

**PROVISION OF SERVICES:** ARAG S.E., SUCURSAL EN ESPAÑA shall be responsible for the provision of the services covered by this policy.

To facilitate the provision of urgent services, ARAG shall provide the Insured with documentation accrediting their rights under the Policy, in addition to emergency instructions and telephone numbers.

The phone number of ARAG is 93 485 77 35 if the call is made from Spain, and 34 93 485 77 35 if calling from abroad.

In any case, the Insured may request reimbursement from the Insurer for calls made to the latter, as long as the cost of the calls is duly documented and justified.

If it is not possible to contact the company through the usual means, the Insured Party may contact ARAG through the WhatsApp application on 672 608 176. This system may be used only for the initial

contact with the company and in no case can any personal data or documents of any kind be sent in order to ensure current Personal Data Protection regulations are not violated.

-The Policyholder knows and expressly accepts the limiting clauses of this Policy and declares that he/she has received the General Conditions together with this document.

### **INFORMATION TO THE INSURED**

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

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

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

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

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

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

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

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

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

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

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

ISSUED IN MADRID

For the Company

THE POLICYHOLDER

P.P.

*Murifou*

CEO

Member of GEC

## Information regarding data protection

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

### Data processor

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

### Purpose and recipients

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

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



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

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

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

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

### **Authentication**

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

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

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

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

### **Rights**

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

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

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

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

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## GENERAL CONDITIONS

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### STAR INSURANCE POLICY

#### Introduction

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

#### Definitions

In this Contract, the following meanings shall apply:

**INSURER:** ARAG S.E., Sucursal en España, which assumes the risk defined in the Policy.

**POLICYHOLDER:** The individual or company with whom the Insurer subscribes this Contract, and to whom the obligations derived from it correspond, except those that, due to their nature, must be fulfilled by the Insured.

**INSURED:** The individuals listed in the Particular Conditions who, in the absence of the Policyholder, accept the obligations arising from the Contract.

**FAMILY MEMBERS:** The relatives of the Insured Person shall be considered to be his/her spouse or civil partner or any person who permanently cohabits as such with the Insured, ascendants and descendants to the first or second degree of consanguinity (parents, children, grandparents, grandchildren), brothers and sisters, brothers-in-law and sisters-in-law, sons-in-law, daughters-in-law and parents-in-law of both partners.

**POLICY:** The contractual document that contains the Conditions governing the Insurance Policy. The General Conditions, the Particular Conditions that personalise the risk, the supplements and appendices that are added to complete or modify the contract are all an integral part of the agreement.

**PREMIUM:** The price of the Insurance Policy. The bill will also include any legally applicable surcharges and taxes.

#### 1. Object of the policy

Under this Travel Insurance Policy, the Insured Person who travels within the territory covered will be entitled to the different types of assistance provided under the system for traveller protection.

**2. Insured**

The Policyholder, or the individuals stated in the Particular Conditions, in the case of a Collective Policy.

**3. Duration of cover**

In the case of fixed-term policies, the duration will be specified in the Particular Conditions.

If the Insured is not normally resident in Spain, and he/she travels to a country other than Spain, the duration of the insured trip may in no case exceed 120 consecutive days.

If the Insured is not normally resident in Spain and he/she travels to Spain, the duration of the insured trip may in no case exceed 365 consecutive days.

**4. Territorial scope**

The guarantees set forth in this Policy are valid for incidents that take place in Spain, or in Europe, or anywhere in the World, according to what is specified in the Particular Conditions.

All the articles shall apply when the Insured is more than 20 km from his/her normal place of residence.

**5. Payment of premiums**

The Policyholder is obliged to pay the premium when the Contract is formalised. Subsequent premiums must be paid on the corresponding due dates.

If the Particular Conditions do not specify another place for the payment of the premium, this must be paid at the address of the Policyholder.

In the event of non-payment of the premium, if this is for the first annuity, cover will not take effect and the Insurer may cancel the agreement or demand payment of the premium agreed. Non-payment of subsequent annuities will cause the suspension of the Policy's guarantees one month after it expires. Cover will always come into effect at 12.00 midnight on the day on which the Insured pays the premium.

**6. Information regarding the risk**

The Policyholder has the duty to declare to ARAG, before the Contract is signed, any circumstances known to him/her that may affect the assessment of the risk, according to the questionnaire provided. The Policyholder will be exempt from this duty if ARAG does not provide a questionnaire or when, even if this is provided, there are circumstances that may affect the risk assessment which are not contained in it.

The Insurer may rescind the Contract after one month from the date on which it comes to their attention that the declaration by the Policyholder contains inaccurate information or that information has been withheld.

During the validity of the contract, the Insured person must communicate to the Insurer, as soon as possible, any alteration in the factors and circumstances declared in the questionnaire referred to in this article that could aggravate the risk and are of such a nature that, if they had been known to the Insurer when the contract was being drawn up, the latter would not have entered into the contract or would have applied more onerous conditions when doing so.

If ARAG is made aware of the increased risk, it may, within one month, propose a modification of the Contract or proceed to its cancellation.

If there is a reduction in the risk, the Insured is entitled to a proportional reduction in the amount of the premium, with effect from the following annuity.

## **7. Guarantees covered**

In the event of an incident covered by this Policy, as soon as ARAG has been notified following the procedure set forth in Article 10, it shall guarantee provision of the following services:

### **7.1 MEDICAL AND HEALTH CARE**

Up to the limit indicated in the Particular Conditions of the policy, ARAG will meet costs corresponding to the activity of healthcare professionals and to healthcare establishments necessary for the care of an Insured Person who is ill or injured, provided that this treatment has been approved by the Insurer's medical team.

The services expressly include, but are not limited to, the following:

- A) Treatment by emergency medical teams.
- B) Complementary medical examinations.
- C) Hospitalisation, treatment and surgical procedures.
- D) Supply of medication during hospitalisation or refund of its cost for injuries or illnesses not requiring hospitalisation. Subsequent payment for those medicines and pharmaceutical costs arising from any process of a chronic nature are excluded from this cover.

In the event of a medical emergency arising as a result of the unforeseeable complication of a chronic disease, pre-existing or congenital condition, or an unforeseeable complication during the first 24 weeks of pregnancy, ARAG will only assume the cost of immediate emergency treatment during the first 24 hours following admission to a hospital centre.

The costs covered for this cause may in no case exceed 10% of the sum insured for medical cover.

Except in the event of a proven emergency or force majeure, it will be the Insurer who will decide, through their medical team, to which medical centre the Insured will be sent, depending on the latter's injury or illness.

In the case of illnesses or accidents occurring within the scope of the cover contracted, if the Insurer's medical team considers that, in view of the seriousness of the Insured Person's case, long-term treatment is needed, ARAG will transfer the Insured to his/her usual place of residence to continue receiving this treatment through the usual healthcare facilities available there. In the event of the Party Insured not agreeing to the above-mentioned transfer, the Insurer's obligations with regard to payment for the services covered hereunder will cease immediately.

Long-term treatment will be understood as being any treatment lasting longer than 60 days from the date the diagnosis was made.

Up to the limit indicated in the Particular Conditions of the policy, ARAG will also pay the cost of professional treatment for acute dental problems, understanding as such those which, due to infection or trauma, require emergency treatment.

## **7.2 REPATRIATION AND MEDICAL TRANSPORT FOR INJURED OR SICK PERSONS**

In the event of an accident or illness involving the Insured, ARAG shall cover:

- A) The cost of ambulance transfer to the nearest clinic or hospital.
- B) Supervision by its medical team, in liaison with the practitioner attending to the Insured person who is injured or sick, in order to determine appropriate measures for the best treatment to be applied and the most suitable means for the patient's possible transfer to another, more suitable hospital or to his/her home.
- C) The cost of transferring the patient to the hospital specified or his/her usual place of residence by the most suitable form of transport.

The means of transport used in each case will be decided by the Insurer's medical team, according to the urgency and gravity of the case.

Exclusively in Europe, and always according to the criteria of the Insurer's medical team, a fully equipped medical aircraft may be used.

If the Insured is admitted to a hospital far from his/her home, ARAG will cover the costs of transferring the patient to his/her normal place of residence in due course.

If the Insured is not normally resident in Spain, he/she will be repatriated to his/her country of origin.

## **7.3 REPATRIATION OR RELOCATION OF OTHER INSURED PERSONS**

When in application of the cover for "Repatriation and medical transport for injured or sick persons" or "Repatriation or relocation of the Insured Person when deceased", one of the Insured Persons has been repatriated or relocated because of illness, accident, or death, and this prevents his/her spouse or first-degree ascendants or descendants, siblings, or companion from continuing the trip by the means initially planned, ARAG shall cover the costs of transporting such persons to their home address or to the place where the Insured is hospitalised.

## **7.4 TRAVEL BY A RELATIVE IN THE EVENT OF HOSPITALISATION**

If the condition of the Insured Person who is ill or injured requires hospitalisation for more than two days, ARAG will offer a relative of the Insured, or another person designated by the latter, a return ticket by air (economy class) or rail (1st class), so that this person can accompany the Insured.

If the Insured is hospitalised abroad, ARAG will also pay, on presentation of the relevant bills, the accommodation costs of the companion, up to the limit stipulated in the PARTICULAR CONDITIONS and for a maximum period of 10 days.

## **7.5 CONVALESCENCE IN A HOTEL**

If the Insured Person who is sick or injured cannot return to his/her usual place of residence in accordance with a doctor's orders, ARAG will meet the costs of hotel accommodation resulting from the extension of the stay, up to the limit set in the PARTICULAR CONDITIONS of the policy, for a maximum of 10 days.

## **7.6 REPATRIATION OR RELOCATION OF THE INSURED WHEN DECEASED**

In the event of the death of an Insured Person, the Insurer shall organise and cover the cost of transferring the body to the place of burial. These expenses shall be understood to include those of post-mortem conditioning pursuant to the legal requirements.

Burial and funeral ceremony costs are not included.

ARAG will cover travel costs for the other Insured persons to return to their home address, if they cannot do so by the means initially planned.

If the Insured is not normally resident in Spain, he/she will be repatriated to his/her country of origin.

## **7.7 EARLY RETURN BECAUSE OF THE DEATH OF A RELATIVE**

If any of the Insured must interrupt the trip because of the death of a spouse, ascendant or descendant to the second degree, ARAG will assume the cost of return travel by plane (economy class) or train (1st class) from the person's current location to the place of burial.

## **7.8 EARLY RETURN DUE TO HOSPITALISATION OF A FAMILY MEMBER**

If one of the Insured Persons must interrupt the trip because of the admission to hospital of a spouse, ascendant or descendant to the second degree, as a result of an accident or severe illness that requires hospital admission for a minimum period of three days, and this situation has arisen after the start date of the trip, ARAG will meet the cost of transport to the person's normal place of residence.

When one of the Insured needs to return early for this reason, ARAG will also pay for a ticket for the person accompanying the Insured on the same trip, provided that this second person is insured under this policy.

## **7.9 EARLY RETURN DUE TO A SERIOUS INCIDENT IN THE HOME OR PROFESSIONAL PREMISES OF THE INSURED**

ARAG shall provide the Insured with a ticket to return to his/her usual place of residence if he/she has to interrupt the journey because of serious damage to his/her main residence or professional premises, provided that the Insured is directly responsible for the business or exercises a liberal profession therein. Such damage may be brought about by fire, provided that this has led to intervention by firefighters, robbery committed and reported to the police, or serious flooding, which makes his/her presence essential, because these situations cannot be dealt with by direct family members or other trustworthy persons. The event must have occurred after the date on which the journey started. When one of the Insured needs to return early for this reason, ARAG will also pay for a ticket for the person accompanying the Insured on the trip, provided that this second person is insured under this Policy.

The maximum economic limit for this cover shall be that established in the PARTICULAR CONDITIONS of the policy.

## **7.10 TRANSMISSION OF URGENT MESSAGES**

ARAG will transmit any urgent messages concerning the incidents covered by these guarantees if so requested by the Insured.

## **7.11 SHIPMENT OF MEDICATION ABROAD**

If the Insured, while abroad, needs a type of medication that he/she cannot purchase in his/her current location, ARAG will locate it and ship it in the fastest way possible in accordance with local laws. Cases

in which the product is no longer manufactured or is not available through the usual distribution channels in Spain are excluded.

The Insured must refund to the Insurer the cost of the medication, upon presentation of the relevant bill of purchase.

#### **7.12 DEFENCE AGAINST CRIMINAL LIABILITY ABROAD**

ARAG guarantees the Insured's defence against criminal liability, in proceedings brought against him/her in European courts concerning situations in his/her private life arising during the trip covered by this policy.

Acts caused deliberately by the Insured, according to a final court ruling, are excluded.

The maximum limit for Costs and Bail under this cover is specified in the Particular Conditions.

Similarly, and up to the same limit, ARAG will cover the Insured Party's defence of criminal responsibility in cases that are brought against them in non-EU courts. In order to proceed with said reimbursement, the Insured Party must provide proof of the event that incurred such expenses, in addition to the amounts, by presenting the relevant invoices and receipts.

#### **7.13 ADVANCE OF MONETARY FUNDS ABROAD**

If the Insured is unable to obtain funds by the means initially planned, such as travellers cheques, credit cards, bank transfer or similar methods, and this makes it impossible to continue the trip, ARAG will advance an amount up to the limit indicated in the PARTICULAR CONDITIONS of the policy, provided that the Insured provides a guarantee or surety for repayment of the advance, In all cases, the amount must be returned within thirty days.

#### **7.14 INFORMATION SERVICE**

If the Insured requires any information relating to the countries he/she is planning to visit, such as entry procedures, including visas and vaccinations, their economic or political regime, population, language, health care facilities, etc., ARAG will provide this general information if so requested. If the Insured wishes, he/she can obtain such information by making a reverse-charge call to the number shown on this Policy.

#### **7.15 ASSISTANCE TO FAMILY MEMBERS IN THE HOME OF THE INSURED WHEN HOSPITALISED**

If the Insured has to remain in hospital as the result of an illness or accident during the trip covered by the guarantees of this contract, and the presence of a person at the Insured's home is necessary for a duly justified serious and urgent reason, ARAG will organise and pay for a return trip by a scheduled flight (economy class) or by train (first class) for a person designated by the Insured who is resident in the country where the latter has his/her normal place of residence, so that this person can go to the home of the Insured, up to the limit stipulated in the PARTICULAR CONDITIONS.

#### **7.16 CLAIMS REGARDING PURCHASE CONTRACTS ABROAD**

ARAG guarantees claims for non-compliance with purchase contracts executed in Europe which involve personal property and to which the Insured is a party.

For the purposes of this guarantee, personal property will be understood exclusively as decorative objects, electrical appliances, personal apparel and food, provided that they are the property of the Insured and are for personal use by the latter.

The cover excludes antiques, philatelic or numismatic collections and jewellery or works of art whose unit value exceeds €3,000.

The maximum limit for compensation under this guarantee will be that established in the PARTICULAR CONDITIONS.

Similarly, and up to the same limit, ARAG will cover the Insured Party's claims in cases that are bought against them in non-EU courts. In order to proceed with said reimbursement, the Insured Party must provide proof of the event that incurred such expenses, in addition to the amounts, by presenting the relevant invoices and receipts.

### **7.17 CLAIMS FOR DAMAGES ABROAD**

ARAG guarantees claims for damages to which the Insured may be exposed in Europe as a pedestrian, when driving land vehicles without engines or travelling in vehicles and boats for private use, and as a passenger using any means of public transport.

Claims for damages that are the result of non-compliance with a specific contractual relationship between the Insured and the party responsible for the damage are not included in this guarantee.

In the event of the death of the Insured, his/her family members, heirs or beneficiaries may lodge the claim.

The maximum limit for compensation under this guarantee will be that established in the PARTICULAR CONDITIONS.

Similarly, and up to the same limit, ARAG will cover the Insured Party's claims in cases that are bought against them in non-EU courts. In order to proceed with said reimbursement, the Insured Party must provide proof of the event that incurred such expenses, in addition to the amounts, by presenting the relevant invoices and receipts.

### **7.18 CLAIMS REGARDING SERVICE CONTRACTS ABROAD**

ARAG will cover claims for breaches of the following contracts: leasing of services contracted personally and directly by the Insured Party, made in Europe with foreign companies and whose execution also takes place abroad:

- Medical and hospital services.
- Travel, tourism and hospitality services.
- Cleaning, laundry and dry cleaning services
- Official electrical appliance repair services expressly authorised by the manufacturer

Only service contracts that affect the private life of the Insured when the latter is contract holder and end beneficiary are covered. The maximum limit for compensation under this guarantee will be that established in the PARTICULAR CONDITIONS.

Similarly, and up to the same limit, ARAG will cover the Insured Party's claims in cases that are bought against them in non-EU courts. In order to proceed with said reimbursement, the Insured Party must



provide proof of the event that incurred such expenses, in addition to the amounts, by presenting the relevant invoices and receipts.

#### **7.19 LEGAL INFORMATION ABROAD**

If the Insured has a legal problem involving third parties, concerning an incident that has occurred in his/ her private life, ARAG shall put him/her in touch with a lawyer, if there is one in his/her current location, to arrange a meeting with the Insured, the cost of which will be met by the latter.

This service will be provided only in those countries that have diplomatic relations with Spain, except in cases of force majeure or in the event of a situation beyond the control of the Insurer. The Insurer shall not be liable for the outcome of the legal consultation.

#### **7.20 PROLONGATION OF STAY DUE TO NATURAL DISASTER**

Up to the limit set in the PARTICULAR CONDITIONS of the policy and for a maximum of 10 days, ARAG will meet the cost of hotel accommodation if the Insured Person has to extend his/her stay, or move to accommodation other than that initially booked, as the result of a fire, lightning strike, explosion, earthquake, avalanche, storm, tsunami, hurricane, flood or epidemic, or in accordance with instructions given by the local or national authorities and confirmed in writing.

Exclusions:

1. If the Insured decides not to remain in the accommodation originally reserved when the official representatives of the local or national authorities declare that it is safe to do so.
2. Any cost or expenditure that is payable by the tour operator, the hotel or another service provider or that may be claimed from them.

#### **7.21 THEFT OF, LOSS OF AND DAMAGE TO LUGGAGE**

Compensation is guaranteed for damage to or loss of the luggage or personal belongings of the Insured in the event of theft, total or partial loss attributable to the carrier, or damage resulting from fire or acts of aggression occurring in the course of the trip, up to the limit set in the PARTICULAR CONDITIONS of the policy.

For the purposes of this guarantee, theft will be understood only as robbery involving violence or intimidation directed at people or force applied to things.

Personal computers, tablets, hard disk drives, cameras, photographic accessories, stereo equipment, recording equipment for sound or images, as well as accessories for these items, are included up to 50% of the sum insured for the luggage as a whole.

This compensation shall always be additional and complementary to that received from the transport company. In order to claim this compensation, a receipt for the amount paid by the transport company must be presented, together with a detailed list of the equipment and its estimated value.

Compensation will be determined on the basis of replacement value on the day of the incident, less depreciation for use.

In the event of theft, payment of compensation is subject to the incident having been reported to the relevant authorities.

The Insurer reserves the right to request the Insured to present reasonable proof or documentary evidence for payment of this provision.

#### **EXCLUSIONS APPLICABLE TO COVER FOR THEFT OF AND DAMAGE TO LUGGAGE**

The following are not covered by this guarantee:

- a) Petty theft, understood as loss taking place due to lack of attention, without the use of violence or intimidation against persons or the use of force against property.
- b) Goods and materials for professional use; jewellery, understood as any type of gold or platinum objects, pearls, or precious stones; cash, banknotes, traveller's checks, stamp collections, deeds of any nature, identity documents, and in general all documents and securities on paper, credit cards, documents recorded on magnetic strips or film; objects of value, understood as silverware, paintings, works of art, and all types of art collections, and fine furs; prostheses, glasses and contact lenses; sports equipment; computer equipment, with the exception of personal computers, tablets, and hard disk drives.
- c) Damage due to normal or natural wear and tear, inherent defects and unsuitable or insufficient packaging. Damage arising from the long-term effects of weather conditions.
- d) Losses resulting from cases when an object, not entrusted to a transport company, has been simply mislaid or forgotten.
- e) Theft occurring during camping or caravan stays on open sites, objects of value being completely excluded in any type of camping.
- f) Damage, loss or theft, resulting from personal effects and belongings being left unsupervised in a public place, or in a location where several occupants have access.
- g) Breakages, unless arising from an accident to the means of transport, simple theft or burglary, armed robbery, fires and their extinction.
- h) Damage caused directly or indirectly by acts of war, civil or military disorder, popular uprisings, strikes, earthquakes and radioactivity.
- i) Damage caused intentionally by the INSURED, or through gross negligence by the latter, and damage brought about by the spillage of liquids contained within the luggage.
- j) All motor vehicles, as well as their parts and accessories

#### **7.22 DELAY IN THE DELIVERY OF CHECKED-IN LUGGAGE**

ARAG will cover the purchase of basic commodities made necessary by a delay of 12 hours or more in the delivery of checked-in luggage, up to the limit set in the PARTICULAR CONDITIONS, on presentation of the relevant receipts, This compensation may not accrue, under any circumstances, to the compensation for "Theft of and damage to luggage".

If the delay occurs on the return journey, it will only be covered if the luggage is delivered more than 48 hours after the time of arrival.

To receive payment under this cover, the Insured must provide documentary evidence from the carrier of the late delivery and the length of the delay.

**7.23 SHIPMENT OF OBJECTS LEFT BEHIND OR STOLEN DURING THE TRIP**

ARAG will organise and pay the cost of sending any objects that are stolen and subsequently recovered, or items simply left behind by the Insured, up to the limit indicated in the PARTICULAR CONDITIONS, provided that the combined value of said items exceeds that amount.

**7.24 SEARCH FOR, LOCATION AND SHIPMENT OF MISSING LUGGAGE**

If luggage is lost on a scheduled flight, ARAG will use all the means at its disposal to locate it, inform the Insured of any new developments regarding the search and, if necessary, deliver it to the Insured free of charge.

**7.25 ADMINISTRATIVE FEES FOR THE REPLACEMENT OF TRAVEL DOCUMENTS**

The duly justified costs of processing and issuing replacement documents that the Insured needs because of the loss or theft of credit cards, bank cheques, travellers cheques, petrol cheques, transport tickets, passport or visas during the trip are covered up to the limit specified in the PARTICULAR CONDITIONS. Damage caused by the loss or theft of the aforementioned objects or their improper use by third parties is not covered by this guarantee and, consequently, does not entitle the Insured to compensation.

**7.26 TRIP DELAYED BY LATE DEPARTURE OF MEANS OF TRANSPORT**

ARAG shall refund costs incurred because of the circumstances described in the following paragraph which affect the services contracted by the Insured for his/her trip.

If the departure of the public means of transport chosen by the Insured is delayed 6 hours or more, ARAG will refund additional accommodation, subsistence and transport costs arising from the delay, against presentation of the relevant invoices or other proof of payment, up to the maximum amount and duration specified in the PARTICULAR CONDITIONS.

Situations of social conflict (such as strikes, lock-outs, demonstrations, sabotage, restriction to free movement of persons, etc.) are excluded, in addition to the cases detailed in Article 8 of the General Exclusions.

**7.27 MISSED TRANSPORT CONNECTIONS**

If the public transport chosen by the INSURED is delayed for 4 hours or more and, as a result of this delay, the planned, confirmed connection with the following means of public transport stated on the ticket is not possible, the INSURER will pay, up to the limit stipulated in the PARTICULAR CONDITIONS and on presentation of the corresponding receipts and invoices, any additional hotel or subsistence expenses incurred during the delay and the cost of transport necessary to reach the planned destination.

**7.28 FAILURE TO BOARD THE MEANS OF TRANSPORT DUE TO AN ACCIDENT EN ROUTE**

If, because of an accident involving the public or private means of transport chosen by the INSURED to travel to the airport, port, or bus or railway station where the trip is to begin, he/she misses the means of public transport that is planned, confirmed and specified on the ticket, the INSURER will pay, up to the limit stipulated in the PARTICULAR CONDITIONS and on presentation of the corresponding receipts and invoices, any additional hotel, subsistence and transport costs incurred until he/she is able to make the connection with the next stage of the trip.

These guarantees cannot be cumulative or complementary, as, once the first cause of compensation for delay has taken place, the others are voided, provided that their cause is the same.

The costs covered by these guarantees refer, in all cases, to those incurred in the place where the delay takes place. In cases where the Policy guarantees such compensation payments, the actions and rights of the INSURED will be subrogated to the INSURER, up to the limit of the amount paid, so that the latter may lodge a corresponding claim against those responsible for the delays occurring or any change to the category of hotel reserved.

### **7.29 CHANGES TO THE SERVICES INITIALLY CONTRACTED**

In the event of overbooking or last-minute cancellation of airline seats beyond the control of the agency, ARAG shall provide compensation, upon submission of the appropriate receipts and invoices, in accordance with the following scale:

\* Departure of alternative transport which was not planned: ARAG shall provide compensation up to the amount and time limit established in the PARTICULAR CONDITIONS of the policy.

In the case of cancellation due to strike or social conflict, the maximum limit per incident is 6,000 euros.

### **7.30 TRIP CANCELLATION EXPENSES**

ARAG shall provide, up to the economic limit expressly contracted as indicated in the Particular Conditions of the policy, and except for the exclusions cited in this policy, reimbursement for trip cancellation expenses that are charged to the Insured via application of the Agency's general terms and conditions of sale, or those of any of the travel providers, as long as the trip is cancelled before it begins for one of the following unexpected causes arising after the insurance is contracted and such causes prevent travel on the dates contracted:

a) The death, hospitalisation for at least one night, serious illness or serious injury resulting from an accident of:

- The Insured, his/her spouse, ascendants or descendants to the first or second degree (parents, children, grandparents, grandchildren), a sister or brother, brother-in-law or sister-in-law, son-in-law, daughter-in-law or parents-in-law.
- The person acting as the direct replacement for the Insured at his/her place of employment, as long as this circumstance prevents the Insured from travelling because his/her presence is demanded by the Company for which he/she works.
- The person responsible for the custody of under-age or disabled children at the Insured's habitual residence.during his/her journey,

For the purposes of the Policy, the following meanings shall apply:

- Serious illness: health disorders verified by a doctor which oblige the patient to remain in bed and discontinue any professional or private activity within the twelve days preceding the planned journey.
- Serious accident: any bodily injury arising from a violent, sudden, external cause beyond the control of the injured person, whose consequences prevent normal travel away from his/her normal place of residence.

When an illness or accident affects any of the aforementioned persons, other than the persons insured under this policy, it shall be considered as serious when, after the policy is contracted, it involves hospitalisation or the need to remain in bed and requires, in the opinion of a medical professional,

continuous attention and care by health-care personnel or persons designated for this purpose, in accordance with a doctor's orders, within the 12 days prior to the start of the trip.

The Insured Person must report the event immediately after it occurs. The Insurer reserves the right to conduct a medical examination of the patient to assess the gravity of the case and determine whether the cause truly prevents the start of the trip. If the illness does not require hospitalisation, the Insured must report the event making it necessary to cancel the trip within 72 hours.

b) The occurrence of a serious event which affects the Insured's property and makes his/her presence indispensable at his/her:

- Main residence.

- Professional or business premises.

c) Dismissal of the Insured from his/her employment. This guarantee will never be effective because of the expiry of a work contract, voluntary resignation or because the employee has not passed a probationary period. In all cases, the insurance policy must have been signed prior to receipt of written notification sent by the Company to the employee.

d) The appointment of the Insured to a new position in a different company with an employment contract for more than one year, provided that his/her appointment occurs later than the reservation for the trip and therefore the contracting of the Insurance.

e) The summons of the Insured as a party, witness or juror in a Civil or Criminal Court or Employment Tribunal. Any cases where the Insured is assigned to such a role in proceedings initiated prior to the contracting of the trip and the insurance policy shall be excluded. In all other cases, the summons must be subsequent to the contracting of the journey and the Insurance.

f) Because the Insured has to re-sit an examination at a University or College, provided that he/she is registered for all the subjects in the course and the trip was contracted before the original examination which he/she failed, making it necessary to re-sit the examination.

g) Cancellation of the trip by the person who was to accompany the Insured on the journey, who booked at the same time as the Insured and is insured under this same contract, provided that the cancellation is due to one of the causes set out above, the Insured thus having to travel alone. Debido al despido laboral del Asegurado. En ningún caso entrará en vigor esta garantía por término del contrato laboral, renuncia voluntaria o por la no superación del período de prueba. En todo caso, el seguro deberá haberse suscrito antes de la comunicación escrita por parte de la Empresa al trabajador.

It is a necessary prerequisite for this guarantee to be contracted at the same time as the journey to which this Policy applies, or at most within 7 days.

#### **SPECIFIC EXCLUSIONS TO COVER FOR TRIP CANCELLATION EXPENSES:**

In addition to the provisions of Article 8.A, Exclusions, in these General Terms and Conditions of the Policy, journeys cancelled for the following reasons are not covered by the guarantee:

A) Cosmetic treatment, curative treatment, contraindications to air travel, the lack of or contraindication of a vaccination, the impossibility of following recommended preventive medical treatment in certain destinations, the voluntary interruption of a pregnancy, alcoholism, the consumption of drugs, except when these have been prescribed by a doctor and are taken according to the prescription.

B) Chronic, pre-existing, or congenital illnesses of any traveller, when these conditions have become more severe or acute within a 30-day period prior to contracting the policy, regardless of age

C) Chronic, pre-existing, congenital, or degenerative illnesses affecting the family members described in the General Conditions for the Policy, when these are not insured persons and they do not suffer alterations in their condition that require outpatient care at a hospital emergency department or hospital admission, after the Policy has been contracted.

D) Psychiatric, mental or nervous illnesses and non-hospitalised depressions or those which require hospitalisation for less than seven days.

E) Participation in bets, competitions, duels, crimes, or fights, except in cases of legitimate self-defence.

F) Epidemics, pandemics, medical quarantine and pollution, both in the country of origin and the country of destination. G) War (civil or foreign), declared or not declared, mutiny, popular uprisings, acts of terrorism, all effects of radioactive sources, and deliberate disregard of official prohibitions.

H) Failure for any reason to present indispensable travel documents, such as passport, visa, tickets, identity card or vaccination certificate.

I) Malicious acts, intentional self-harm, suicide or attempted suicide.

### **7.31 REIMBURSEMENT FOR HOLIDAYS NOT TAKEN**

ARAG will pay an amount per day for holidays not taken, up to the limit stipulated in the PARTICULAR CONDITIONS of the Policy and subject to any exclusions specified in these General Conditions. Compensation shall be calculated by dividing the total price of the trip, if it is an amount lower than the guaranteed capital, or the guaranteed capital if it is above that figure, by the number of days planned for the trip, multiplied by the number of days' holiday not taken, subject to proof being provided of the cost of the holiday.

This guarantee shall be exclusively applied when the Insured is obliged to interrupt the holiday for any of the causes mentioned in the guarantee for Travel Cancellation Expenses, subject to its specific exclusions, occurring after the start of the trip and not previously known to the Insured.

### **8. Exclusions**

The guarantees contracted do not include:

- A) Voluntary acts by the Insured or any in which the Insured Person is guilty of malevolent intent or gross negligence.
- B) Except as indicated in the section on cover for "MEDICAL AND HEALTH CARE ASSISTANCE" in these GENERAL CONDITIONS, any conditions, ailments, or illnesses that are chronic, pre-existing, or congenital, as well as their consequences, when suffered by the Insured before the policy comes into effect.
- C) Death by suicide, or injury or illness derived from attempted suicide or caused intentionally by the Insured to him/herself and any derived from criminal acts committed by the Insured.
- D) Pathological illnesses or states arising from the consumption of alcohol, psychotropic substances, hallucinogens or any drug or substance of similar nature.
- E) Cosmetic treatment and the supply or replacement of hearing aids, contact lenses, glasses, artificial limbs and prostheses in general, as well as expenses arising from childbirth and pregnancy or any type of mental illness.
- F) Injuries or illnesses arising from the Insured's participation in bets, competitions or sporting events, skiing or any other type of winter sports, adventure sports (except those expressly covered by the Policy), and the rescue of people at sea or in mountain or desert areas.

- G) Any eventualities which may be caused, directly or indirectly, by nuclear energy, radioactive radiation, natural disasters, acts of war, riots or acts of terrorism.
- H) The use of a medical plane, except in Europe, countries bordering the Mediterranean and Jordan, and only when considered necessary by the Insurer's medical team.

## **9. Limits**

ARAG shall cover these costs, within the limits established and up to the maximum amount contracted for each case. Events that have the same cause and take place at the same time will be considered a single incident.

ARAG will be obliged to pay the compensation, unless the incident giving rise to the claim has involved bad faith on the part of the Insured.

In any guarantees which represent the payment of an amount in cash, ARAG is obliged to pay the compensation at the conclusion of any investigations and expert reports which may be necessary to establish the existence of the incident. In all cases, ARAG shall pay, within 40 days counting from receipt of the declaration of the incident, the minimum amount of what it may owe, according to the circumstances known to it. If, within three months of the event that gave rise to the claim, ARAG has not paid the compensation for an unjustified cause or one that is attributable to it, the amount of the compensation will be increased by a percentage equivalent to the legal interest rate in force at the aforementioned time, incremented in turn by 50%.

## **10. Report of an incident**

If an event occurs that could give rise to provision of the guarantees covered, it is an essential requirement for the Insured to contact the emergency telephone service established by ARAG, indicating the name of the Insured, the policy number, the place and phone number of their location, and the type of assistance required. This call may be a reverse-charge call.

## **11. Additional provisions**

The Insurer will not assume any obligations in connection with services that it has not been requested to provide or which have been provided without its prior consent, except in duly accredited cases of force majeure.

If, when services are provided, the direct intervention of ARAG is not possible, the latter is obliged to refund the Insured for duly accredited expenses incurred in the provision of such services, within 40 days from the presentation of the claim.

The INSURER reserves the right to request the INSURED to present reasonable proof or documentary evidence for payment of this provision.

## **12. Subrogation**

Up to the amount of the sums paid out in compliance with the obligations derived from this Policy, ARAG is automatically subrogated in the rights and actions that may correspond to the Insured and their heirs, as well as other beneficiaries, against third parties, both individuals and companies, as a consequence of the incident that is the reason for the assistance provided.



ARAG is especially entitled to exercise this right against land, river, sea or air transport companies with regard to the total or partial refund of the cost of tickets not used by the Insured.

### 13. Limitation period

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

### 14. Acceptance

If the contents of this Policy differ from the proposal of insurance or the clauses that have been agreed, the Policyholder may, within one month of receiving the Policy, request the Company to correct the discrepancy. If no such notification has been made within this period, the conditions included in the Policy shall apply.

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## SUPPLEMENTARY PERSONAL ACCIDENT INSURANCE

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### Definitions:

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

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

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

**DISAGREEMENT OVER THE ASSESSMENT OF THE DEGREE OF DISABILITY:** If the parties agree on the amount and the form of compensation, the Insurer shall pay this amount. If there is disagreement, the conditions included in the Insurance Policy Contract Act shall apply.

### Payment of compensation:

- A) The Insurer is obliged to pay the compensation at the conclusion of any investigations and expert reports which may be necessary to establish the existence of the accident and, where applicable, the amount payable in respect of the same. In all cases, the Insurer must, within forty days from receipt of the report of the accident, pay the minimum amount for which it may be liable, according to the circumstances known to it.
- B) If, within three months of the occurrence of the accident, the Insurer has not made reparation for the damage or paid the monetary compensation due for causes which are not justified or are attributable to it, the compensation shall be increased by a percentage equivalent to the legal interest on money in force at that time, increased in turn by 50%.
- C) To obtain payment in the event of death or permanent disability, the Insured or the Beneficiary must send the Insurer the supporting documents indicated below, as appropriate:



**C.1. Death:**

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

**C.2. Permanent disability:**

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

**Personal accident insurance:**

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

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

The amount of compensation will be established as follows:

**a) In the event of death:**

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

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

**b) In the event of permanent disability:**

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

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

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

**b.2 Loss or total disability:**

- Affecting an arm or hand 60%

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

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

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

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

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

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

## Exclusions

The following are not covered by this guarantee:

- A) Bodily injuries occurring in a state of mental derangement or when the Insured is suffering from paralysis, apoplexy, diabetes, alcoholism, drug addiction, disorders of the spinal cord, syphilis, AIDS, encephalitis and, in general, any injury or illness reducing the physical or mental capacity of the Insured.
- B) Bodily injuries resulting from criminal activities, provocation, fights - except in cases of legitimate defence - and duels, carelessness, bets and any other risky or reckless enterprise and accidents due to the events of war, even when it has not been declared, popular unrest, earthquakes, floods and volcanic eruptions.
- C) Illness, hernia, lumbago, intestinal strangulation, complications affecting varicose veins, poisoning or infection not caused directly and exclusively by an injury covered by the guarantees of the Policy. The consequences of unnecessary surgical procedures or treatment following accidents and treatment related to personal care.
- D) The practice of the following sports: speed or endurance racing, aerial ascents and journeys, climbing, cave exploration, hunting on horseback, polo, wrestling or boxing, rugby, underwater fishing, parachuting, and any game or sport involving a high degree of risk.
- E) The use of two-wheeled vehicles with engine capacity greater than 75 c.c.

- F) The exercise of a professional activity that is not commercial, artistic or intellectual.
- G) Any person who intentionally brings about an incident giving rise to a claim is excluded from the benefits of the cover provided by this Policy.
- H) The aggravation of accidents occurring before the policy is formalised is not included.

**Cumulative maximum:**

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

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

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

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

- A) The extraordinary risk covered by the Consorcio de Compensación de Seguros is not covered by the insurance policy contracted with the insurance company.
- B) Even though it is covered by said insurance policy, the obligations of the insurer could not be fulfilled because it has been declared legally bankrupt or is subject to a liquidation procedure supervised or assumed by the Consorcio de Compensación de Seguros.

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

**Summary of the legal regulations:****1. EXTRAORDINARY EVENTS COVERED:**

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

- B) Violent events occurring as a result of terrorism, rebellion, sedition, mutiny and popular disturbances.
- C) Action by the Armed Forces or the Security Forces in peacetime.

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

## **2. RISKS EXCLUDED**

- A) Those which do not give rise to compensation according to the Insurance Policy Contract Act
- B) Those caused to persons insured under insurance policies other than those in which the surcharge for the Consorcio de Compensación de Seguros is compulsory.
- C) Those caused by armed conflicts, even if there has been no official declaration of war.
- D) Those derived from nuclear power, notwithstanding the provisions of Act 12/2011, of 27 May, on civil liability for nuclear damage or damage produced by radioactive material.
- E) Those arising from phenomena of a different nature from those indicated in Section 1.a) above, and in particular those caused by a rise in the water table level, the movement of hillsides, landslides or land subsidence, rock falls and similar phenomena, unless these were manifestly caused by the action of rainwater that has caused an extraordinary flood situation in the area and these events occurred at the same time as said flood.
- F) Those caused by tumultuous activities occurring during the course of meetings and demonstrations held in accordance with Organic Law 9/1983 of 15 July, regulating the right of assembly, or during the course of legally constituted strikes, unless the aforementioned activities could be categorised as extraordinary events of the type referred to in section 1.b) above.
- G) Those caused by a lack of good faith on the part of the Insured.
- H) Those corresponding to incidents occurring before the payment of the first premium or when, in accordance with the provisions of the Insurance Contracts Act, cover by the Consorcio de Compensación de Seguros has been suspended or the insurance has been cancelled because of failure to pay the premiums.
- I) Incidents that, because of their magnitude and seriousness, are classified by the National Government as a "national disaster or catastrophe".

## **3. SCOPE OF COVER**

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

**REPORTING DAMAGE TO THE CONSORCIO DE COMPENSACIÓN DE SEGUROS**

1. Requests for compensation for damage, cover for which corresponds to the Consorcio de Compensación de Seguros, shall be made through communication to said Consortium by the Policyholder, the Insured or the beneficiary of the policy, or by the party acting on behalf of the aforementioned, or by the insurance company or the insurance broker with whom the insurance was contracted.
2. Damage may be reported and information obtained regarding the procedure and the status of claims as follows:
  - By calling the Consorcio de Compensación de Seguros Call Centre (952 367 042 or 902 222 665)
  - Via the website of the Consorcio de Compensación de Seguros: [www.conorsegueros.es](http://www.conorsegueros.es)
3. Damage valuation: The assessment of damage that can be compensated in accordance with insurance legislation and the content of the policy shall be carried out by the Consorcio de Compensación de Seguros, which will not be bound by any assessment that may have been made by the insurance company providing cover against ordinary risks.
4. Payment of compensation: The Consorcio de Compensación de Seguros will pay compensation to the beneficiary of the policy by bank transfer.

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## SUPPLEMENTARY CIVIL LIABILITY INSURANCE

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**Definitions:**

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

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

**Payment of compensation:**

- A) The Insurer is obliged to pay compensation on completion of the investigations and expert appraisals required to establish the existence of the incident leading to the claim and, where applicable, the amount due. In all cases, the Insurer must, within forty days from receipt of the report of the accident, pay the minimum amount for which it may be liable, according to the circumstances known to it.
- B) If, within three months of the occurrence of the incident, the INSURER has not made reparation for the damage or paid the compensation due, for causes which are not justified or are attributable to

the INSURER, compensation shall be increased by a percentage equivalent to the legal interest rate in force at the time, increased in turn by 50%.

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## PRIVATE CIVIL LIABILITY INSURANCE

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### 1. Private civil liability

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

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

### 2. Exclusions

The following are not covered by this guarantee:

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