



# IATI Cancellation

Travel assistance insurance

## PARTICULAR CONDITIONS

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

**TEMPORARY VALIDITY:**

By partially repealing the provisions in this section of the contract's General Conditions, it is expressly stated that this coverage may be contracted after the confirmation of the reservation, in which case a grace period of seven days from when the insurance is contacted will be applied.

**COVERAGE**

**WORLD**

**TRAVEL CANCELLATION EXPENSES**

*7.1 Cancellation of travel*

*According to contract*

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

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

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

Insured parties whose habitual residence is abroad:

In the event that the Insured Party's habitual residence is abroad, and they have taken out the policy for their trip to Spain online, the premiums will be charged according to the continent of origin. i.e. If the Insured Party's habitual residence is in Europe, the premium charged will be 'Europe', if their continent of origin is America, Asia or Oceania, the premium charged will be 'The World'.

In the event that the destination of the trip is not Spain, and the Insured Party's habitual residence is Europe and their destination is Europe, the premium charged will be 'EUROPE', and in the other cases the premium charged will be 'THE WORLD'.

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.

Likewise, the capital insured for each one of the coverages in this policy will correspond to the circumstance of a Spanish person abroad, and the repatriations contemplated in the policy's General



Conditions will correspond to the location of their habitual residence abroad, also being the location from which the Insured Party contracted this Travel Assistance Insurance and the location that they communicated to ARAG at that time, both for the purpose of paying the corresponding premium and for the economic limits of the coverages.

When the habitual residence of an insured party is in Spain, and they are of Spanish nationality, the territorial scope of the Private Civil Liability coverage is the whole world. When the habitual residence of an insured party is not in Spain, or their nationality is not Spanish, the Civil Liability guarantee is valid only for claims occurring in Spain

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

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

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

**PAYMENT OF PREMIUMS TO ARAG:** Premium payments will be made monthly by nominative cheque issued by the Policyholder and addressed to ARAG upon receipt of the invoice list.

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

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

ARAG's telephone number is 93 485 77 35 if the call is made from Spain and 34 93 485 77 35 if it is made from abroad.

In any case, the Insured Party may request the Insurer to reimburse the cost of calls made to the Company, provided that this cost 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 having received the General Conditions together with this document.

## INFORMATION TO THE INSURED PARTY

The policyholder must have received the following information before the conclusion of this contract, in compliance with the provisions of article 96 of Law 20/2015, of July 14, on the organisation, supervision and solvency of insurance and reinsurance entities and in articles 122-126 of its regulations

The insurer of the policy is ARAG S.E., a German entity with registered office in Düsseldorf, ARAG Platz no. 1; the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) is responsible for controlling and supervising its activity. It is authorised to operate in Spain under the right of establishment given to its ARAG S.E., subsidiary in Spain, branch with NIF W0049001A and registered address in Madrid, Calle Núñez de Balboa, 120, duly registered in the General Directorate of Insurance and Pension Funds administrative register with code E-210.

In case the insurance company liquidates, Spanish regulations on such matters will not apply.

The legislation applicable to the insurance contract is Spanish, specifically, law 50/1980 of October 8, regulating insurance contracts.

In case of disagreement or litigation, the policyholder or the insured party may request arbitration through the Spanish courts of justice.

ARAG S.E., Subsidiary in Spain, has the following customer service contact numbers available for its clients and insured parties: For modifications and/or consultations on contracted policy: 93 485 89 07 - 91 566 16 01 or send email, [atencioncliente@arag.es](mailto:atencioncliente@arag.es)

- For complaints and/or suggestions: Customer Service Department (c/Roger de Flor, 16, 08018, Barcelona, e-mail: [dac@arag.es](mailto:dac@arag.es), website: [www.arag.es](http://www.arag.es)), which also addresses and resolves complaints that are related to policyholder's legal interests and rights; they will be handled and resolved within a maximum period of two months from submission.

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

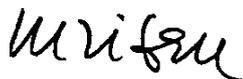
The Report on the financial and solvency of the insurer can be viewed and downloaded here:

<https://www.arag.com/company/financial-figures>.

When the Policyholder/Insured Party provides their bank details for payment of the insurance premium, they consent and authorise that such a payment should be charged to the account included in this document or the account that they communicate to the insuring entity for that purpose while this contract is in force.

ISSUED IN MADRID, 17 October, 2018

*For the Company  
By proxy*



*CEO:  
Member of GEC*

POLICYHOLDER:

## INFORMATION REGARDING DATA PROTECTION

<b>Data processor</b>	ARAG SE, Sucursal en España C/ Núñez de Balboa 120 28006 - MADRID NIF W00490001A <a href="mailto:atencioncliente@arag.es">atencioncliente@arag.es</a> <a href="http://www.arag.es">www.arag.es</a>
<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: <a href="mailto:lopd@arag.es">lopd@arag.es</a>
<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, Subsidiary in Spain, whose NIF is W0049001A and registered address is C/Núñez de Balboa no. 120, 28006 Madrid. Email: [atencioncliente@arag.es](mailto:atencioncliente@arag.es) Website: [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 coverages 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, Subsidiary in Spain 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 coverages 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 coverages 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, Subsidiary in Spain, by email [lopdp@arag.es](mailto:lopdp@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, Subsidiary in Spain, 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.

## GENERAL CONDITIONS

### Introduction

This insurance contract is governed by the provisions of these General Conditions and the policy's Particular Conditions, in accordance with that established in Law 50/1980 of October 8 on Insurance Contracts, and Law 20/2015, of July 14, on the organisation, supervision and solvency of insurance and reinsurance entities.

### Definitions

Definitions of terms in this contract:

#### Insurers

ARAG S.E., Subsidiary in Spain, which assumes the risks established in the policy.

#### Policyholder

The individual or legal entity that has taken out this contract with the Insurer responsible for the obligations deriving from it, except those that by their nature must be fulfilled by the Insured Party.

#### Policyholder

The natural person outlined in the Particular Conditions who, in default of the Policyholder, assumes the obligations derived from the contract.

#### Relatives

The INSURED PARTY'S family, their spouse, defacto partner or live-in partner, their first- or second-degree relatives - parents, children, siblings, grandparents, grandchildren - as well as uncles, aunts, nephews, nieces, step-parents, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law are considered relatives.

#### Epidemic

A disease that spreads at the same time and in the same country or to a large number of people.

#### Pandemic

Epidemic disease that reaches stage 5 of pandemic alert according to the WHO classification, having spread to at least two countries in a WHO region

#### Bed rest

Consequence of a disease or treatment that obliges a person to remain in bed or a person whose physical capacity has been reduced to the point they cannot stand on their own.

## Policy

The contractual document that contains the Regulatory Insurance Conditions. They are an integral part of the General Conditions, Particular ones that individualise each risk, and any appendixes or annexes that are attached to complete or modify them.

## Premium

The price of insurance. The receipt will also contain legally applicable surcharges and taxes.

## Grace period

A grace period is a period during which, while the insurance is in force, a loss is not covered.

### 1. Purpose of the insurance

Through this Travel Assistance insurance contract, the Insured Party travelling within the covered territorial scope will be entitled to the different assistance services that make up the traveller protection system.

### 2. Insured Parties

The Policyholder of this insurance policy or the natural persons listed in the Particular Conditions, in case of a Collective Policy.

### 3. Temporary validity

In Temporary Policies, duration refers to that specified in the Particular Conditions.

In order to benefit from the coverages contained herein, the duration of the insured trip or holiday away from the Insured Party's habitual residence must not exceed 365 consecutive days.

The coverage of cancellation expenses takes effect at midnight on the day the insurance policy is issued and ends the moment the trip begins. This coverage must be taken out when the trip is reserved or at most within the following 7 days.

The other coverages take effect on the day the trip begins and end when the trip has been completed, according to the travel conditions the POLICYHOLDER has chosen and notified the INSURER of.

### 4. Territorial scope

The coverages established in this Policy are valid for events that occur in Spain, Europe or throughout the World, according to what has been specified in the Particular Conditions.

All articles are applicable when the Insured Party is further than 20 km from their habitual residence.

### 5. Payment of premium

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

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

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

## 6. Information regarding risk

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

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

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

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

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

## 7. Guarantees covered

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

### 7.1 Travel cancellation expenses

ARAG will reimburse, up to the limit indicated in this policy's Particular Conditions and subject to the specific exclusions of cancellation mentioned, travel cancellation expenses generated by the Insured Party, invoiced according to the travel Agency or travel suppliers' general conditions, including administrative fees, provided that the Insured Party has cancelled before commencement of their travel and for one of the following reasons occurring after the taking out the insurance, preventing them from travelling on the contracted dates:

## 1) Serious illness, serious accident or death of:

Of the Insured Party, their spouse, defacto partner or live-in partner, their first- or second-degree relatives - parents, children, siblings, grandparents, grandchildren - as well as uncles, aunts, nephews, nieces, step-parents, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law. It is not necessary that the illness of any first-degree descendants who are less than 24 months old be considered serious.

The companion of the Insured Party, registered in the same reservation.

Their professional substitute, as long as that position or responsibility can only be assumed by the Insured Party.

The person responsible for, during the trip, the Insured Party's children or disabled people under their care. In order for this policy to be valid, the name and surname of that person must be given at the time this insurance is taken out.

For purposes of detailing the above, the following shall apply:

- Serious illness is defined as alteration of health, ascertained by a medical professional, which obliges the patient to remain in bed and which implies the cessation of any professional or private activity within 7 days prior to the planned trip.
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- Serious accident is defined as any bodily injury deriving from a violent, sudden, external and unintentional cause of the injured party, the consequences of which prevent him/her from moving normally from his/her usual place of residence.

When the illness affects a person other than the INSURED, after the contracting of the insurance, it shall be considered as serious when it implies hospitalization or involves imminent risk of death and such situation is maintained within the 7 days prior to the planned trip.

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

When the accident affects a person other than the INSURED, after the contracting of the insurance policy, it shall be understood as serious when it implies hospitalization or involves imminent risk of death and such situation is maintained within the 7 days prior to the planned trip

## 2) Medical quarantine following an accidental event.

3) A call for the surgical intervention of the Insured Party, provided they were already on the waiting list when they reserved the trip and took out the insurance.

4) A call for medical tests for the Insured Party or a first degree relative, made by the Public Health System as a matter of urgency, provided they coincide with the dates of the trip and are justified by the seriousness of the case.

5) A citation for the surgical intervention of the Insured Party or a first degree relative, provided they were already on the waiting list when they reserved the trip and took out the insurance.

- 6)** Need for the Insured Party, their spouse, defacto partner or live-in partner to maintain bed rest, as recommended by medical prescription as a consequence of a risky pregnancy, provided that this risk begun after contracting the policy. Births and complications after the 7th month of gestation are excluded.
- 7)** Serious complications in pregnancy where medical recommendations require the Insured Party, their spouse, de-facto partner or live-in partner to rest or to be hospitalised, provided the complications that have arisen have occurred after taking out the insurance policy and put the continuity or development of that pregnancy at serious risk. Births and complications after the 7th month of gestation are excluded.
- 8)** A preterm delivery, before 29 weeks of gestation, by the Insured Party.
- 9)** Summons, as a party, witness or jury for a Court of Justice.
- 10)** Summons as a polling station staff member.
- 11)** Request for the Insured Party to sign official documents before the Public Administration during their trip.
- 12)** Delivery of a child for adoption, when the date coincides with the dates of the trip. Any travel or procedures to formalise the delivery of a child for adoption are excluded.
- 13)** Summons for proceedings of a divorce. Summons by the Insured Party's lawyer are excluded.
- 14)** Non-granting of visas for unjustified reasons.  
  
This point is expressly excluded when the Insured Party has not made the necessary arrangements to obtain a visa within the term and manner for granting them.
- 15)** Police arrest of the Insured party for non-criminal causes.
- 16)** The application of a traffic sanction totalling more than 600 €, provided the infraction was committed and its sanction was made known to the Insured Party after the insurance was taken out.
- 17)** Suspension of the Insured party's driving license if a vehicle was to be used as transportation for the travel and none of their companions could replace them as designated driver.
- 18)** Dismissal of the Insured Party, provided there was no verbal or written communication of that fact before the the insurance was taken out. Disciplinary dismissal is excluded.
- 19)** Presentation of a Redundancy Document that directly affects the Insured Party as an employee and shows their workday being totally or partially reduced. This circumstance must occur after the insurance was taken out.
- 20)** The Insured Party starting a new job, in a different company, provided that they have an employment contract for this new job that is longer than 6 months, and that the incorporation occurred after taking out this Insurance policy. This coverage will also be valid when the Insured Party starts a new job after being unemployed.
- 21)** Forced transfer of work for a period exceeding three months.
- 22)** If the dates of any public examinations summoned through a public body that the Insured party will sit are announced after the insurance has been taken out.

- 23)** Dismissal of the Insured Party's parents, provided the trip had been paid by them.
- 24)** Extension of the Insured Party's employment contract
- 25)** Act of aerial, terrestrial or naval piracy that makes it impossible for the Insured Party to start or continue their trip. Acts of terrorism are excluded.
- 26)** Declaration of a catastrophe or epidemic in the Insured Party's home residence or destination of the trip. An official declaration of a catastrophe or epidemic in a location that the Insured Party must cross to reach their destination is also covered by this guarantee, provided that this is the only way to access said destination.
- 27)** Judicial declaration of the bankruptcy of a company that prevents the Insured party from carrying out their professional activity.
- 28)** Serious damages as a result of theft, fire or other damages that affect:
- The Insured Party's habitual and/or secondary residence.
  - The Insured Party's professional premises where they exercise their profession or where they are the direct operator (manager) and thus necessarily imply their presence.
- 29)** An urgent and unavoidable requirement to join the armed forces, police or fire services, provided the incorporation is notified after the insurance policy has been taken out and was not known at the time the trip was reserved.
- 30)** Notification of, after the insurance was taken out, a tax obligation that requires the Insured party to pay more than 600 € for their end of year tax declaration.
- 31)** Cancellation of the trip by the persons who was to accompany the Insured Party on the trip and is covered by this policy, provided that the cancellation is due to one of the causes listed and, because of that cause, the Insured Party has to travel alone or only accompanied by a minor.
- 32)** Breakdown or accident of the Insured Party's vehicle that makes it impossible for them to start their trip. The issue must require more than eight hours' mechanical work or an amount greater than € 600, according to the manufacturer's pricelist.
- 33)** Theft of the Insured Party's vehicle that makes it impossible for them to continue their trip.
- 34)** Theft of documentation or luggage that makes it impossible for the Insured Party to start their trip
- 35)** Cancellation of a wedding ceremony, when the Insured travel was for a honeymoon.
- 36)** Winning the prize of a holiday and/or trip similar to the one contracted, free of charge, in a public lottery drawn before a Notary.
- 37)** Granting of official scholarships that prevent the trip from being carried out.
- 38)** Change of school after the school year already started.
- 39)** Continuing effects of a vaccination necessary for a trip, provided that it has produced a serious illness that prevents travel.
- 40)** For the INSURED testing positive by medical tests for coronavirus disease (COVID-19), provided that it implies medical quarantine isolation or is considered a serious illness, prior medical prescription within 7 days prior to the beginning of the trip.

**41)** For severe coronavirus disease (COVID-19) of a first degree relative.

In the event that for any of the reasons established in the Travel Cancellation Expenses Section, the Insured Party transfers their trip to another person, the expenses incurred in the change of name will be covered by this insurance policy.

In any case, it is a prerequisite that this insurance is taken out at the same time as the trip covered by this insurance, or at most within the following seven days. However, in the event that the guarantee is contracted after 7 days following the contracting of the trip covered by the insurance, a waiting period of 7 days from the date of contracting the insurance shall be applicable and only the cases included in causes 1, 3, 4, 5, 6, 7, 8, 40 and 41 shall be covered.

## **SPECIFIC EXCLUSIONS OF THIS TRAVEL CANCELLATION EXPENSES INSURANCE:**

In addition to that indicated in Article 8 "Exclusions" of these General insurance Conditions, travel cancellations because of the following reasons are not covered:

- A) Aesthetic treatments, periodic check-up, treatments, recommendations against travelling by air, not or recommendations against vaccinating, inability to follow recommended preventive medicinal treatment in certain areas, voluntary interruption of pregnancy, alcoholism, consumption of drugs and narcotics, unless they have been prescribed by a doctor and consumed in the manner indicated.
- B) Psychic, mental or nervous illnesses and depressions that do not require hospitalisations, or do so but for less than seven days.
- C) Chronic, pre-existing or congenital illnesses of all travellers who have suffered decompensations or exacerbations within 30 days prior to contracting the policy, regardless of their age.
- D) Chronic, pre-existing or congenital illnesses of the Family members described in the General Conditions, who have suffered alterations in their condition that do not require emergency outpatient care in a hospital or hospital admission, after the insurance has been contracted.
- E) In general, all cancellations that are the result of causes occurring at the time the insurance was taken out, and which were already known by Policyholder and/or Insured Party.
- F) Having participated in gambling, contests, competitions, duels, crimes or fights except in cases of self-defence.
- G) Epidemics, pandemics, medical quarantine and pollution, both in the country of origin and destination, except except as indicated in clauses 2,26,40 & 41
- H) War (civil or foreign), declared or not, riots, popular movements, acts of terrorism, any effects from a source of radioactivity, as well as the conscious disregard of official prohibitions.
- I) Not presenting, for any reason, essential documents for the entire travel, such as passport, visa, tickets, ID card or vaccination certificate.
- J) Intentional acts, as well as self-harm caused intentionally, suicide or attempted suicide.
- K) Terrorism
- L) Pregnancy complications, except as indicated in clauses 6 and 7.
- M) Pandemics, except as provided in causes 40 and 41

## **8. Exclusions**

- A) Acts brought about voluntarily by the Insured Party or those when fraud or gross negligence has been carried out by the Insured Party.

- B) Except for those indicated in the "MEDICAL AND HEALTH CARE" section of these GENERAL CONDITIONS, any ailments or chronic and/or pre-existing illnesses, as well as their consequences, suffered by the Insured party prior to taking out the insurance policy.
- C) Suicide death and injury or illnesses resulting from the intent of the Insured Party to injure themselves and those derived from criminal actions.
- D) Diseases or pathological conditions produced by the consumption of alcohol, psychotropic drugs, hallucinogens or any drug or substance with similar characteristics.
- E) Aesthetic treatments and the supply or replacement of hearing aids, contact lenses, glasses, orthoses and prostheses in general, as well as the expenses caused by births or pregnancies and any type of mental illness.
- F) Injuries or illnesses resulting from the Insured Party's participation in gambling, competitions or sports events, skiing and any other winter sport or those called adventure activities (including hiking, trekking and similar activities) and the rescue of people at sea or in mountains or deserts.
- G) Conditions that result, directly or indirectly, from events produced by nuclear energy, radioactive radiation, natural catastrophes, military actions, riots or terrorist acts.
- H) The use of medical aircraft except in Europe, countries bordering the Mediterranean or Jordan and always at the discretion of the Insurer's Medical Team.

## 9. Limits

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

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

For coverages that include payment of an amount in money, ARAG is obliged to compensate at the end of the investigations and expert appraisals needed to establish the existence of the incident. In any case, ARAG shall pay, within 40 days from the receipt of the declaration of incident, the minimum amount of what it may owe, according to the circumstances known to them. If within three months from when the claim has been made, ARAG has not paid such compensation, and there is no justified cause for not doing so or the cause is attributable to them, compensation will be increased by a percentage equivalent to the

legal interest in force at that time, increased in turn by 50%.

## 10. Declaration of an incident

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

## 11. Additional provisions

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

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

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

## **12. Subrogation**

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

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

## **13. Prescription**

The actions derived from this insurance contract will prescribe in two years in the case of coverage for damages and in five in the case of coverage for people.

## **14. Indication**

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