

Inclusion

General Conditions



SPEDIFIC CONDITIONS OF THE POLICY - INSURANCE INCLUSION

For the Policy with number 56-0036217 in which INTERMUNDIAL XXI, S.L. Correduría de SEGUROS, with registered company address at Calle Irún, 7, Madrid, inscribed in the Companies Register of Madrid to page M 180.298, 8th section, book 0, sheet 149, volume 11.482 and with Corporate Tax Identification Number- B-81577231. Inscribed in the Guarantees and Insurance Registry and Pension Fund with number J-1541 and with Civil Liability Insurance and guarantee signed pursuant to Law 26/06 for Regulation of Private Insurance and Reinsurance, acts as a mediator and is subscribed between TRAVEL COMPOSITOR, S.L.U. AND ARAG S.E., Sucursal en España.

TABLE OF BENEFITS**ASSISTANCE**

Medical Expenses due to Illness or Accident of the insured	Unlimited
Medical Expenses due to Illness or Accident only when the INSURED is travelling away from his/her usual place of residence	3.000 €
Medical Expenses due to Illness or Accident only when the INSURED is travelling inside his/her usual place of residence	3.000 €
Repatriation or Transport of the Deceased Insured	Unlimited
Travel of a Family Member in the event of hospitalisation of the Insured for more than 5 days	Unlimited
Expenses in connection with the stay of a companion who has travelled	420 €
Expenses in connection with an extended stay at the hotel due to medical prescription.....	420 €
Early Return in connection with the Death of a Family Member	Unlimited
Shipment of medication abroad	Included
Transmission of urgent messages.....	Included

BAGGAGES

Theft, loss or material damages to Luggage	180 €
Search, location and delivery of Lost Luggage.....	Included

ACCIDENTS

24-hour personal accident insurance	6.000 €
Accident guarantee means of transport - death.....	6.000 €

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.

This Policy excludes any countries which, during the Insured's journey or stay, are in a state of war or siege, insurrection or armed conflict of any class or nature, even when they have not been officially declared, and any which specifically appear in the bill or the Particular Conditions

It is expressly agreed that the obligations of the Insurer arising from the coverage of this Policy end the instant the Insured has returned to their habitual residence, or has been admitted to a health centre situated in the the aforementioned address.

NOTIFICATION OF JOURNEYS: The Policy holder shall provide to ARAG all the data related to the travellers (names, destinations, insured amount, type of trip, etc.) before the start of the journey. Similarly, the Policyholder shall provide ARAG with all documents regarding the Insured under this contract, in order for the Insurer to verify the accuracy of the travellers' details provided by the Policyholder.

In order to ensure that the customers of the Policy holder, who will be insured under this Policy, are aware of the guarantees covered by this insurance, ARAG will deliver vouchers for distribution by the Policy holder to its customers. These will be the only valid documents certifying them as being insured hereunder.

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 Policy holder and payable to ARAG for the bill of the bill list.

PROVISION OF SERVICES: The services hereunder will be provided through the organization **ARAG S.E., SUCURSAL EN ESPAÑA.**

To ensure the urgent provision of services, **ARAG** will provide the Insured with documentation attesting to the Insured's rights as a holder, as well as emergency instructions and phone number.

The phone number of **ARAG** is **93 300 10 50** if the call is made from Spain and **34 93 300 10 50** if is made abroad, where the charges may be reversed.

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

INFORMATION TO THE INSURED

The Policyholder, has received the following information before entering into this contract, in compliance with the provisions of Article 60 of the Private Insurance Organization and Supervision Law and in Articles 104 through 107 of its regulations:

- **The insurer of the policy is ARAG S.E., a German company with registered office in Düsseldorf, ARAG Platz number.1, the control and monitoring of its activity corresponding to the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin). It is authorized to operate in Spain under the right to establishment via its branch ARAG S.E., Sucursal en España, with VAT number W0049001A and address in Barcelona, Calle Roger de Flor 16; registered in the Administrative Registry of the Directorate-General for Insurance and Pension Funds under code E-210.**

- In application of Article 81.1 of the revised text of the Private Insurance Organization and Supervision Law, approved by Legislative Royal Decree 6/2004, of 29 October, it is noted that in the event of liquidation of the insurance company, Spanish regulations with regard to liquidation will not be applied.

- The law applicable to the insurance contract is Spanish law, in particular, Insurance Agreement Law 50/1980 of 8 October.

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

"ARAG has a Customer Service Department (C/ Roger de Flor, 16, 08018 - Barcelona, telephone 902 367 185, fax 93 300 18 66, email: dac@arag.es, website: www.arag.es) for handling claims and complaints submitted by Insured persons in relation to their legally recognised interests and rights. **Any such claims will be handled and resolved within a maximum period of two months as of submission.**

In those claims where the Insured person expresses disagreement with the company's refusal to cover a loss event pertaining to the legal defence area considering that the interested party's claim is unfeasible, the Customer Ombudsman shall be the only party competent to handle the claim. In such cases, the claimant must write a letter to P.O. box office 419, postcode 08080 of Barcelona, explaining the reasons for the claim, and the Ombudsman **will issue a reply within two months as of the filing date of the claim against the Insurer.**

In case of disagreement with the resolution adopted by the Customer Service Department or by the Customer Ombudsman, or if the two-month period has elapsed without having received a reply, the claimant may contact the Claims Service of the Directorate-General for Insurance and Pension Funds (Paseo de la Castellana, 44, 28046-Madrid, telephone 902 197 936).

DATA PROTECTION INFORMATION

Data controller	ARAG SE, Sucursal en España C/ Núñez de Balboa 120 28006.- MADRID Taxpayer Identification No. (NIF) W00490001A atencioncliente@arag.es www.arag.es
Contact data of the Data Protection Officer	dpo@arag.es C/Roger de Flor 16 08018 Barcelona
Purpose of the processing	Signing and execution of the insurance contract
Legitimacy	Execution of the insurance contract
Recipients	No data will be transferred to third parties, barring prior consent, an obligation established by law or legitimate interest.
International transfers	They may be precise, in certain assistance services, for the purpose of executing the contract.
Individuals' rights	You can access your data, rectify or delete them, object to their processing and request their limitation or portability, by sending your request to the email address: lop@arag.es
Additional information	You can consult additional and detailed information on data protection on our website: http://www.arag.es

Data controller

The data controller is ARAG SE, Sucursal en España, with Taxpayer Notification No. W00490001A and registered office at C/ Núñez de Balboa nº120, 28006 Madrid. Email: atencioncliente@arag.es Website: www.arag.es. You can contact the Data Protection Officer via the email address dpo@arag.es.

Purpose and recipients

The information provided will be processed in order to establish, manage and develop the contractual relationships that link you with the data controller, as well as for the purpose of fraud prevention.

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

We will not provide your personal data to third parties except in the following cases: an obligation provided for in the regulations that apply to us, legitimate interest or prior consent of the data owner.

Your data will be accessible by third-party collaborators of ARAG SE, Sucursal en España, who participate in the procedures derived from both the taking out of the insurance and the effective provision of its guarantees.

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

Your data will be kept during the term of the insurance contract. Following termination of the contract, they will be kept blocked during the legally required periods to meet such responsibilities as might arise from their processing. Once the statutory limitation periods have elapsed, the data will be deleted.

Legitimacy

The legal basis for the processing of your personal data is the execution of the insurance contract that you have entered into with this insurance company. The delivery of your data is essential for the formalisation of this insurance contract, this not being possible without it.

The legal basis for the processing for the purposes of direct marketing and satisfaction surveys is the legitimate interest in being able to better meet your expectations as a customer and enhance the quality of the service received. You can oppose this type of processing at any time in the manner described in the Rights section.

The legal basis for the transfer of data to third parties is constituted by the provisions set forth in insurance regulations that either protect the legitimate interest of the entity or impose specific obligations on it in carrying on its activity, both in relation to the insurance contract (Insurance Contract Law 50/1980), and in the regulations on organisation, supervision and solvency (Law 20/2015 on organisation, supervision and solvency of insurers and reinsurers) and other regulations governing the 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 the personal data of yours that is processed, as well as request the rectification of inaccurate data or, where appropriate, request their deletion when they are no longer necessary for the purposes for which they were collected. You can also exercise your rights of opposition, limitation to the processing and portability of the data.

You can exercise your rights by writing to the data controller, ARAG SE, Sucursal en España, via the email address lopd@arag.es or, if you prefer, by writing a letter addressed to C/ Roger de Flor, 16, 08018 Barcelona (it is advisable to include the reference "Data protection" on the envelope). In all cases, it will be essential for you to attach a copy of your Spanish national identity document (DNI) or passport. In the event that you are not satisfied with the exercise of your rights, you may file a claim with the Spanish Data Protection Agency (www.agpd.es).

Personal data of third parties

As regards personal data referring to other natural persons, which, for the purposes of this policy, must be communicated to ARAG SE, Sucursal en España, prior to their communication, they are informed of the matters contained in the preceding paragraphs.

PRIOR INFORMATION RECEIPT CONFIRMATION CLAUSE

The Policy Holder/Insured Party hereby expressly acknowledges that he/she has received, from the Insurer, in writing and on the date on which the insurance policy was taken out pursuant to its specific conditions, the relevant information corresponding to the legislation applicable to the insurance contract, the different complaint bodies, the Member State in which the Holder's place of residence is located and its control authority, the corporate name, address and legal structure of the Insurer.

When Policy conditions or an excerpt of the same are required to be issued in a language other than Spanish, in the event of litigation, the conditions in the Spanish-language version shall prevail over all other language versions

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:

INSURER:

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.

INSURED PARTY:

The individual or legal entity who assumes the obligations derived from the contract.

POLICY:

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

PREMIUM:

The price of the insurance will vary according to the different coverage areas, which will be determined in the Particular Conditions of the policy.

The receipt will also contain legally applicable surcharges and taxes.

FAMILY MEMBERS:

The INSURED PARTY'S spouse, defacto partner or live-in partner, and relatives up to the third degree - parents, children, grandparents, grandchildren, siblings, uncle and aunts, nephews and nieces and in-laws - are considered the INSURED PARTY'S family.

TRAVEL:

Any trip made outside the INSURED PARTY'S habitual residence, from their departure until their return at then end of that trip.

SERIOUS ILLNESS:

Alteration of health, verified by a medical professional, requiring that the patient remain in bed or implying the cessation of any activity, professional or personal, thirty days before the planned trip begins.

When the illness affects any other persons other than the INSURED PARTY, it will be considered serious when it implies, after taking out the insurance contract, hospitalisation or bed-rest, **and in the opinion of a medical professional, requires the attention and continuous care of health personnel, with medical prescription within 12 days before the start of the trip.**

SERIOUS ACCIDENT:

Any bodily injury that derives from a violent, sudden, external and unintentional action, whose consequences prevent the injured person from leaving their habitual residence.

When the accident affects any other persons other than the INSURED PARTY, it will be considered serious when it implies, after taking out the insurance contract, hospitalisation or bed-rest, **and in the opinion of a medical professional, requires the attention and continuous care of health personnel, with medical prescription within 12 days before the start of the trip.**

KIDNAPPING:

Illegally detaining a person to demand money for their rescue, extort, or for any other political or social purpose, threatening the life or health of that victim.

1. PURPOSE OF THE CONTRACT

The coverages of this insurance will begin at midnight or the moment the INSURED PARTY leaves their habitual residence, of the day indicated as the day the trip commences, and thus declared by the POLICYHOLDER to the INSURER. They will end at midnight on the day indicated as the day the trip ends, or when the INSURED has returned to their habitual residence.

For the purposes of this Travel Cancellation Expenses coverage, this policy will take effect at midnight on the day the insurance is taken out, and coverage will end the moment the INSURED PARTY starts the insured trip. **In any case, this insurance policy will only be valid if it was taken out when the insured trip was confirmed or during the following 7 days.**

Assistance, luggage and loss of services coverages will only take effect when the INSURED PARTY is travelling outside, and at a distance of more than 20 km or "the minimum distance in kilometres", their region of habitual residence.

Likewise, and in the event that the Insured Party's habitual residence is abroad, this policy will only be effective when it has been signed in Spain.

2. TERRITORIAL VALIDITY

The insurance is valid within the territorial is scope described in the PARTICULAR CONDITIONS. In general:

Local Scope: is when the insured trip and its origin and destination occur within the same country.

Continental Scope: is when the countries between the origin and destination of the insured trip are within the same geographic continent.

Trips originating in Europe are considered continental when the destination of the trip is one of the countries bordering the Mediterranean (Algeria, Cyprus, Egypt, Israel, Lebanon, Libya, Morocco, Palestine, Syria, Tunisia, Turkey and Jordan), provided that this is specified in the particular conditions of the policy.

The World Scope: is when the countries between the origin and destination of the insured trip are in different geographic continents.

3. TEMPORARY VALIDITY

In the temporary modality the maxim duration of the insurance coverage will be that specified in the PARTICULAR CONDITIONS. In any case, when the habitual residence of the INSURED PARTY is in Spain, the duration of the trip may not exceed 365 consecutive days (366 for leap years). If, on the contrary, the INSURED PARTY's habitual residence was outside of Spain, the duration of the trip may not exceed 120 consecutive days in any case.

In the annual mode, trips that last longer than 60 consecutive days taking place outside the insured party's habitual residence will not be covered.

4. PAYMENT OF PREMIUMS

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.**

5. INFORMATION REGARDING RISK

The POLICYHOLDER has the duty to declare to the INSURER, 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 the INSURER 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, the INSURER 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.

6. GUARANTEES COVERED

As soon as the INSURER is notified, in accordance with the procedure indicated in Article 10, of an incident in accordance with the procedure referred to in the Article, DECLARATION OF AN INCIDENT, they guarantee provision of the following services:

Coverages that may have been contracted are listed in the following articles and those that are actually contracted will be indicated in the Particular Conditions of the policy.

1) ASSISTANCE COVERAGE

1.1 MEDICAL AND HEALTH CARE

The INSURER is responsible for all expenses arising from the intervention of health-care professionals and establishments required to ensure the INSURED, sick or injured PARTY's care.

The following services are expressly included, without limitation:

- a) Attention by emergency medical teams and specialists.
- b) Complementary medical examinations.
- c) Hospitalisations, treatments and surgeries.
- d) Supply of medication when hospitalised or reimbursement of its cost for injuries or illnesses that do not require hospitalisation.
- e) Treatment of acute dental problems, understood as such to be infection, pain or trauma requiring emergency treatment.

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

Unless a different limit is indicated in the policy's PARTICULAR CONDITIONS, dental expenses are limited, in any case, to 120.00 euros, or its equivalent in local currency.

The INSURER is responsible for all expenses arising from these claims, **up to the limit established in the policy's PARTICULAR CONDITIONS.**

1.2 REPATRIATION OR TRANSPORTATION OF THE INJURED OR ILL

In the event of an accident or illness occurring to the INSURED PARTY preventing their continuation of the trip, as according to a medical professional, the INSURER will be responsible for:

- a) The cost of transportation by ambulance to the nearest clinic or hospital.
- b) Revision by a Medical Team, led by the doctor who treats the injured or ill INSURED PARTY, to determine the suitable measures for the best treatment and eventual transfer to another more appropriate Hospital, Health Centre or their habitual residence.

c) The cost of transporting the injured or ill person, by the most suitable means, to the prescribed hospital, health centre or their habitual residence.

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

Exclusively in Europe and always at the discretion of the Insurer's Medical Team, a specially conditioned medical aeroplane may be used.

If the INSURED PARTY is admitted to a hospital or health centre far from their habitual residence, the INSURER will cover the subsequent transfer to their home address.

1.3 REPATRIATION OR TRANSPORTATION OF COMPANIONS

When the coverage for "REPATRIATION OR TRANSPORTATION OF OTHER INSURED PERSONS" is applied due to one of the INSURED PARTIES falling ill or having an accident, the INSURER will cover the transport of up to two more companions, so that they can accompany the injured or ill INSURED PARTY back to their habitual residence to the place of hospitalisation.

1.4 REPATRIATION OR TRANSPORTATION OF MINOR OR DISABLED CHILD.

If the INSURED PARTY who has been repatriated or transferred pursuant to the coverage established in 'REPATRIATION OR TRANSPORTATION OF THE INJURED OR ILL', were the only adult travelling with disabled children or children aged under fifteen, the INSURER will arrange and cover the round-trip travel of a steward or person designated by the INSURED PARTY to accompany the children back to their habitual residence.

1.5 TRAVEL FOR A RELATIVE IN CASE OF HOSPITALISATION

If the ill or injured INSURED PARTY's condition **requires hospitalisation for a period exceeding five days**, the INSURER will arrange for a relative of the INSURED PARTY or the person designated by them, a round-trip travel, by plane (economy class) or train (1st class), so that they can accompany them during their hospitalisation.

The INSURER will also pay, in concept of the companion's accommodation expenses and upon presentation of the corresponding invoices, **up to the daily limit established in the policy's PARTICULAR CONDITIONS, for a maximum period of 10 days.**

1.6 CONVALESCENCE IN HOTEL

If medical recommendations do not allow the ill or injured INSURED PARTY to return to their habitual residence, the INSURER will cover the hotel expenses incurred by the convalescence **up to the total daily limit established in the policy's PARTICULAR CONDITIONS, and for a maximum limit of 10 days.**

1.7 REPATRIATION OR TRANSPORTATION OF A DECEASED INSURED PARTY

Should the INSURED PARTY pass away, the INSURER will be responsible for the expenses of the transfer of the body to the place of burial. These costs include postmortem conditioning expenses according to legal requirements.

Burial and ceremony costs are not included.

The INSURER will arrange for the return of up to two accompanying INSURED PARTIES to accompany the body to the place of burial in their habitual residence.

1.8 EARLY RETURN DUE TO THE DEATH OF A RELATIVE

If any of the INSURED PARTIES must interrupt their trip because of the death of a family member, the INSURER will cover transportation costs by plane (economy class) or train (1st class), from where they are to the burial location.

Likewise, the INSURER will cover a second ticket for the transportation of the person accompanying the INSURED PARTY on that same trip, **provided that this second person is insured by this policy.**

1.9 EARLY RETURN DUE TO HOSPITALISATION OF A RELATIVE

If one of the INSURED PARTIES needs to interrupt their trip because of the hospitalisation of a family member due to an accident or serious illness requiring **a minimum hospitalisation of 5 days, occurring after the start date of the trip**, the INSURER will cover transportation costs to their habitual residence.

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

1.10 EARLY RETURN DUE TO SERIOUS INCIDENT IN THE INSURED PARTY'S HOME OR WORK PREMISES

The INSURER will cover the cost of a return ticket for the INSURED PARTY if they need to return to their habitual residence early because of serious damage to their main residence or professional premises - provided that the INSURED PARTY is the direct operator or self-employed - caused by fire, and provided the fire has led to the intervention of firefighters; theft reported to the police authorities or serious flood. The presence of the Insured Party has to be essential for any of these cases, they cannot be situations that can be resolved by a family member or a person they trust and **the event must have occurred after the start date of the trip.**

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

For this clause to be valid, **the INSURED PARTY must provide the INSURER with documents or certificates supporting the event that caused the interruption of the trip** (the original fire report, police report, insurance company report, or similar documentation).

1.11 EARLY RETURN DUE TO THE DEATH OF THE PROFESSIONAL SUBSTITUTE

If any of the INSURED PARTIES must interrupt their trip because of the death of their professional substitute - **and provided that position or responsibility can only be assumed by the INSURED PARTY** - the INSURER will cover transportation costs by plane (economy class) or train (1st class), from where they are to the burial location.

Likewise, the INSURER will cover a second ticket for the transportation of the person accompanying the INSURED PARTY on that same trip, **provided that this second person is insured by this policy.**

1.12 EARLY RETURN DUE TO THE HOSPITALISATION OF THE PROFESSIONAL SUBSTITUTE

If one of the INSURED PARTIES needs to interrupt their trip because of the hospitalisation of their professional substitute - provided that position or responsibility can only be assumed by the INSURED PARTY - as a consequence of an accident or serious illness that requires their internment for at least 5 days and this occurs after the start date of the trip, the INSURER will cover transportation costs to their habitual residence.

Likewise, the INSURER will cover a second ticket for the transportation of the person accompanying the INSURED PARTY on that same trip, **provided that this second person is insured by this policy.**

1.13 EARLY RETURN DUE TO THE DEATH OF THE PERSON RESPONSIBLE FOR CHILDREN OR DISABLED PEOPLE UNDER THEIR CARE

If one of the INSURED PARTIES must interrupt their trip because of the death of the person responsible for, during the trip, the children or disabled people under their care, the INSURER will cover transportation costs by plane (economy class) or train (1st class), from where they are to the burial location.

Likewise, the INSURER will cover a second ticket for the transportation of the person accompanying the INSURED PARTY on that same trip, **provided that this second person is insured by this policy.**

1.14 EARLY RETURN DUE TO THE HOSPITALISATION OF THE PERSON RESPONSIBLE FOR CHILDREN OR DISABLED PEOPLE UNDER THEIR CARE.

If one of the INSURED PARTIES must interrupt their trip because of the hospitalisation of the person responsible for, during the trip, the children or disabled people under their care, the INSURER will cover transportation costs by plane (economy class) or train (1st class), from where they are to their habitual residence.

Likewise, the INSURER will cover a second ticket for the transportation of the person accompanying the INSURED PARTY on that same trip, **provided that this second person is insured by this policy.**

1.15 SENDING URGENT MESSAGES

The INSURER will arrange the delivery of any urgent message issued by the INSURED PARTY deriving from an event covered by this policy.

1.16 DELIVERY OF MEDICINES ABROAD

In the event that the INSURED PARTY needs medication that they cannot find abroad, the INSURER will cover the costs of locating it and delivering it to them through the fastest method possible subject to local legislations.

This clause is void if the medication is no longer manufactured and is unavailable through the usual channels of distribution.

The INSURED PARTY will reimburse the INSURER for the cost of the medication upon presentation of the invoice for its purchase.

1.17 INTERPRETATION SERVICES.

If the INSURED PARTY needed an interpreter for any of the assistance coverages described in the policy's PARTICULAR CONDITIONS, the INSURER will make one available to them in order to ensure the correct translation of the circumstances and situation.

1.18 GENERAL INFORMATION (EMBASSIES, VACCINES AND ENTRY REQUIREMENTS)

The Insured Party travelling abroad may request information from the Company on obtaining the necessary Visa to travel to the country of destination for which the policy has been taken out, as well as on the vaccinations that are necessary or recommended by doctors or Competent Authorities.

This information must be requested at least two working days before the trip begins.

1.19. ADVANCE OF FUNDS WHEN ABROAD

In the event that the Insured Party is unable to access financial resources by the means initially planned, such as traveller's checks, credit cards, bank transfer or similar, and they are unable to continue their trip because of that, the INSURER will advance funds to them, **provided they are given a deposit or guarantee for that advance, up to the amount established in the policy's PARTICULAR CONDITIONS. These advanced funds must always be returned within a maximum period of thirty days.**

1.20. SENDING A PROFESSIONAL DRIVER

If the INSURED PARTY were unable to return to their habitual residence - because they suffered an accident, illness or death, and neither they nor any of their companions were able to drive for whatever reason - the INSURER will provide a professional driver who will drive the vehicle to that residence.

Only the expenses of the professional driver, except for all the remaining ones, shall be borne by the INSURER.

1.21. EXPENSES INCURRED DUE TO HIJACKING

Should the means of public transport on which the INSURED Party is travelling be hijacked, the INSURER will cover any expenses incurred - after presentation of supporting documents - from continuing the trip or returning home, **up to the maximum limit established in the PARTICULAR CONDITIONS.**

1.22. INFORMATION SERVICES

When the INSURED PARTY needs information regarding the countries they are going to visit, for instance information relating to entry obligations, such as visas and vaccines; economic or political information; data on its population, language, health care, etc., the INSURER will provide such general information through the telephone number indicated in this policy, that can also be called collect.

1.23. SEARCH AND RESCUE FOR THE INSURED PARTY

Should the INSURED PARTY become lost during a trip organised by a Retail Travel Agency, the INSURER will arrange and use all the human resources, correspondents and technicians at its disposal to locate and rescue the INSURED PARTY, **up to the maximum limit set in the PARTICULAR CONDITIONS.**

Searches and rescues in mountain, sea and/or desert are excluded from this coverage.

1.24 CANCELLATIONS OF CARDS

In cases of burglary, theft or loss of bank or non-bank cards, issued by entities in Spain, the INSURER will, at the request of the INSURED PARTY, notify the issuing entity of the need for their cancellation, **provided that the INSURED PARTY provides them with all the information that will be required by the card issuer to carry this out.**

1.25 REMOTE LEGAL ADVICE WHEN TRAVELLING

Regarding the general rights of the trip being carried out by those covered by the policy, the INSURER will provide the INSURED PARTY with legal advice on the rights that they have through the telephone or other remote means. The legal advice will be provided by a lawyer working at the INSURER's Legal Assistance Centre. **No consultations will be held on any subjects that are contrary to law, morals and/or public order.**

The consultation will be done verbally, without issuing a written opinion. The advice will consist of an initial legal guidance on the matter of the consultation and **will not include a review of any documentation.**

Should the need for legal advice occur during a trip to any country with which Spain maintains diplomatic relations, and be related to an accident occurring in their private affairs, the INSURER will put the INSURED PARTY in touch with the Spanish Embassy or Consulate in order to provide them with a Spanish-speaking lawyer in that country, and so they can consult with them in their office or assist them with any statements needed before the competent Courts or Authorities. **Consultation and legal assistance shall be borne by the INSURED PARTY.**

1.26. SUBSTITUTE FOR THE INSURED PARTY IN CASE OF REPATRIATION

When the Insured Party has been repatriated or displaced abroad as a result of illness, accident or death, ARAG will make available to the contracting company or the company the Insured Party has travelled with, a ticket for the person who is to substitute the repatriated Insured Party.

1.27. LOSS OF KEYS TO THE HABITUAL RESIDENCE

If as a consequence of the loss, theft or simple loss of the keys to the Insured Party's residence during the trip covered by this policy, they require the services of a locksmith to enter their home upon return of said trip, ARAG will cover those expenses, upon presentation of the invoice, **up to the limit indicated in the PARTICULAR CONDITIONS.**

1.28. OPENING AND REPAIR OF DEED BOXES AND SAFES

When the hotel in which the Insured Party is staying charges expenses for opening or repairing a deed box or safe that they Insured Party was using because they lost the key to it, ARAG will take cover such costs, **up to the maximum limit established in the PARTICULAR CONDITIONS**, provided the appropriate justifications are provided to them first.

EXCLUSIONS APPLICABLE TO ASSISTANCE COVERAGES

The following are not covered by this insurance policy:

- a) **Benefits that have not been requested to the INSURER and that have been made without their previous agreement, except in cases of force majeure or those whose nature is impossible to demonstrate.**
- b) **Fraud committed by the INSURED PARTY, POLICYHOLDER, BENEFICIARIES or of the persons travelling with the INSURED PARTY.**
- c) **Claims that occurred during war, demonstrations and popular movements, acts of terrorism and sabotage, strikes, arrests by any authority for crimes not arising from a traffic accident, restrictions on free movement or any other case of force majeure, unless the INSURED PARTY proves that the incident is not related to such events.**
- d) **Accidents that occur when participating in, official or private, sports competitions, during training or testing and betting.**
- e) **Incidents caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.**
- f) **Rescues in mountain, sea or desert.**
- g) **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.**
- h) **Diseases and accidents that occur when carrying out a manual job**
- i) **Suicide or illness and injury resulting from intent or intentionally caused by the Insured Party.**
- j) **Treatment for diseases or conditions caused by the intentional ingestion or consumption of alcohol, toxic substances (drugs), narcotics or the use of non-prescription medicines.**
- k) **The expenses incurred for any type of prosthesis and orthosis.**
- l) **Births**
- m) **Pregnancies, except for unforeseeable complications in the first 24 weeks of gestation.**
- n) **Periodic, preventive or paediatric medical check-ups.**
- o) **Any type of medical or pharmaceutical expense produced as a result of fraud by the INSURED PARTY, or because they withdrew from treatment which caused the deterioration of their health.**
- p) **The INSURER will not be responsible for medical or pharmaceutical expenses costing less than € 9.00.**

Upon express authorisation from the INSURER and through agreeing a premium, exclusions d) and h) can be eliminated, which will be specified in the policy's PARTICULAR CONDITIONS.

2) LUGGAGE COVERAGES**2.1 THEFT AND DAMAGE TO LUGGAGE**

Compensation for damage and/or loss of the INSURED PARTY's luggage or personal effects is guaranteed in cases of theft or total or partial loss caused by the carrier or fire or assault occurring during the course of the trip, **up to the limit established in the policy's PARTICULAR CONDITIONS.**

For the purposes of this coverage, theft is understood only when violence, intimidation or force has been committed by other people to carry out that act.

50% of the total luggage amount insured can be assigned to the coverage of cameras and photography, radio, sound, image devices and their accessories.

This compensation will always be in excess of and complementary to that received from the transport company; the Insured Party must present justification of the compensation they have received from their corresponding carrier, as well as a detailed list of the equipment and its estimated value.

This compensation shall be determined on the basis of the replacement value on the day of the incident after deduction of depreciation through use.

In order to cover any property or damages in the case of theft, the report given to the competent authorities must be presented.

The Insurer reserves the right to request from the Insured Party any reasonable tests or documentation in order to process payment of this compensation.

2.2 DELAY IN THE DELIVERY OF CHECKED BAGGAGE

The INSURER will cover, up to the limit established in this Policy's PARTICULAR CONDITIONS and upon presentation of the corresponding invoices, the costs of purchasing basic necessities, caused by a delay in the delivery of checked luggage.

In no case can this compensation be accumulated with compensation for coverage of "THEFT AND DAMAGE TO LUGGAGE".

In the event that the delay occurs on the return trip, this clause will only be valid if the baggage delivery is delayed more than 48 hours from the time of arrival.

For this clause to be valid, the INSURED PARTY must provide the INSURER with a document that specifies the delay and its duration, issued by the carrier.

2.3 DELIVERY OF ITEMS THAT HAVE BEEN FORGOTTEN OR STOLEN DURING THE TRIP

The INSURER will arrange and cover the costs of sending any items stolen and subsequently recovered, or simply forgotten by the INSURED PARTY, up to the limit indicated in the PARTICULAR CONDITIONS, provided that the joint cost of these objects exceeds this amount.

2.4 SEARCH, LOCALISATION AND DELIVERY OF LOST LUGGAGE

Should luggage be lost on a regular flight, the INSURER will arbitrate and use all the means at its disposal to locate it, inform the INSURED PARTY of the developments that occur and, where appropriate, deliver it to them at no cost.

2.5 MANAGEMENT EXPENSES FOR LOSS OF TRAVEL DOCUMENTS

The duly justified costs of managing and obtaining lost or stolen credit cards, bank and travel cheques, gasoline, tickets, passport or visas, occurring during the INSURED PARTY'S travel and accommodation are covered up to the limit indicated in the PARTICULAR CONDITIONS. Damages resulting from the loss or theft of the aforementioned objects or their improper use by third parties are not subject to this coverage and, consequently, no compensation will be paid for them.

EXCLUSIONS APPLICABLE TO LUGGAGE COVERAGES

The following are not covered by this insurance policy:

- a) Goods and material for professional use, jewels, being understood as objects of gold, platinum, pearls or precious stones; currency, banknotes, travel tickets, stamp collections, titles of any nature, identity documents and in general all paper documents and asset portfolios, credit cards, cassettes and/or hard-drives, documents recorded in electronic format or filmed; objects of value, understood to be sets of objects made of silver, paintings and works of art, any kinds of art collections and fine furs; prostheses, glasses and contact lenses; sports equipment; mobile phones; computer equipment such as laptops or tablets.
- b) Theft, understood to be committed when the victim was not paying attention, without violence or intimidation or forced.
- c) Damage due to normal or natural wear, one's own actions and inadequate or insufficient packaging. Damage produced slowly by weather.
- d) Losses resulting from an object having simply been lost or forgotten, when not entrusted to a carrier.
- e) Theft during camping or caravanning in outside camping area; valuables in any camping modality are totally excluded from coverage.
- f) Damages, losses or thefts, resulting from personal belongings having been left unattended in a public place or in a place available to several different occupants.
- g) Breakage, unless it was caused by an accident in the means of transport taken, simple theft or with a fracture, due to aggression from armed robbery, by fire or extinguishing that fire.
- h) Damage caused directly or indirectly by acts of war, civil or military disorders, popular riot, strikes, earthquakes and radio-activity.
- i) Damage caused intentionally by the INSURED PARTY or by their gross negligence and those caused by liquids having been spilt inside the luggage.
- j) All motor vehicles, as well as their accessories.

3) TRAVEL CANCELLATION COVERAGES AND REIMBURSEMENT OF HOLIDAYS

3.1 TRAVEL CANCELLATION EXPENSES

The INSURER will reimburse, up to the limit indicated in the PARTICULAR CONDITIONS, 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 the start of the event and for one of the following reasons affecting the INSURED PARTY, occurring after taking out the insurance, preventing them from travelling on the contracted dates:

- 1) Serious illness, serious accident or death of:
The Insured Party or a Family Member.
The the INSURED PARTY's companion, registered in the same reservation.
The INSURED PARTY's 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.**
- 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.**
- 2) 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 implies their presence.
- 3) Dismissal of the INSURED PARTY, **provided there was no verbal or written communication of that fact before the the insurance was taken out.**
- 4) When the INSURED PERSON is recruited for a new job at a different company, with an employment contract and **provided the incorporation occurs after the insurance policy has been taken out and was not known at the time the trip was reserved.**
- 5) The Insured Party being summoned as a witness or to serve on a jury in court. **Those cases where the insured party was cited before contracting the trip and insurance are excluded from coverage.** For all other cases, the summons must have occurred after contracting the trip and insurance.
- 6) Summons as a polling station staff member.
- 7) 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.
- 8) Cancellation of the trip by the person who was to accompany the INSURED PARTY 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.
- 9) 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.**
- 10) Theft of documentation or luggage that makes it impossible for the INSURED PARTY to start their trip
- 11) Notification of, after the insurance was taken out, a tax obligation that **requires the Insured party to pay more than 600 € for their tax declaration.**
- 12) 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.**
- 13) Forced transfer of work for a period exceeding 3 months.
- 14) An unexpected call for surgery of:
The Insured Party or a Family Member.
The companion of the INSURED PARTY, registered in the same reservation.
The INSURED PARTY's 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.**
- 15) Complications in pregnancy or miscarriage, which require consultation to a medical professional, bed rest. **Births and complications after the 7th month of gestation are excluded.**
- 16) An official declaration of a catastrophe in the INSURED PARTY's place of residence or travel destination. An official declaration of a catastrophe 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.**
A maximum compensation amount of € 30,000 is established per claim
- 17) 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.
- 18) Police arrest for non-criminal causes.
- 19) Delivery of a child for adoption.
- 20) Summons for divorce proceedings.
- 21) Extension of employment contract.
- 22) Granting of official scholarships that prevent the trip from being carried out.
- 23) Unexpected call for organ transplantation of:
The INSURED PARTY or a Family Member.
The companion of the INSURED PARTY, registered in the same reservation.
- 24) Request to sign official documents before the Public Administration during the trip.
- 25) Any serious illness of children under 48 months old who are insured by this policy.
- 26) Judicial declaration of the bankruptcy of a company that prevents the INSURED PARTY from carrying out their professional activity.

27) 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.

28) Expenses for the transfer of the INSURED PARTY's trip to another person's name for any of the covered causes.

29) Cancellation of a wedding ceremony, when the Insured travel was for a honeymoon.

In any case, this insurance must be contracted on the day the reservation is confirmed or during the following 7 days.

3.2 REIMBURSEMENT OF HOLIDAYS NOT TAKEN

The INSURER will reimburse **up to the limit established in the PARTICULAR CONDITIONS, and subject to exclusions**, an amount per day for holidays not enjoyed. This amount will be obtained by dividing the total amount of the trip insured by the number of days planned for the trip, and will be compensated by multiplying by the number of holiday days not enjoyed, after justifying the cost of the holidays.

This coverage will be exclusively applicable when the INSURED PARTY is obliged to interrupt their holidays in advance, and must return to their residence for any of the reasons listed in the "TRAVEL CANCELLATION EXPENSES" coverage, occurring after the start of the trip but which were not previously known by the Insured Party.

SPECIFIC EXCLUSIONS FOR THIS TRAVEL CANCELLATION EXPENSES AND REIMBURSEMENT OF HOLIDAYS COVERAGE:

The following are not covered by this insurance policy:

a) Aesthetic treatments, 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) Having participated in gambling, contests, competitions, duels, crimes or fights except in cases of self-defence.

f) Epidemics, pandemics, medical quarantine and pollution, both in the country of origin and destination.

g) 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.

h) Not presenting, for any reason, essential documents for the entire travel, such as passport, visa, tickets, ID card or vaccination certificate.

i) Intentional acts, as well as self-harm caused intentionally, suicide or attempted suicide.

J) Conditions that result, directly or indirectly, from events produced by nuclear energy, radioactive radiation, natural catastrophes (except those that are specifically covered by the "official declaration of a catastrophe" guarantee), military actions, riots or terrorist acts.

4) COVERAGE FOR DELAYS AND LOSS OF SERVICES

4.1 DELAY IN THE DEPARTURE OF TRANSPORTATION

Should there be a delay of at least 6 hours in departure of the public transport used by the INSURED PARTY, the INSURER will reimburse, **up to the amount and the time limit established in the PARTICULAR CONDITIONS**, additional costs of hotel, maintenance and transportation incurred because of such a delay.

Presentation of the supporting documents and invoices that prove the delay and expenses incurred by it are essential in all cases.

4.2 DELAY IN THE ARRIVAL OF TRANSPORTATION

Should there be a delay in the arrival of the transportation used by the INSURED PARTY of at least 3 hours, the INSURER will reimburse, **up to the amount and the time limit established in the PARTICULAR CONDITIONS**, unforeseen and justified costs to continue or cancel the trip.

Presentation of the supporting documents and invoices that prove the delay and expenses incurred by it are essential in all cases.

4.3 MANDATORY EXTENSION OF TRAVEL

When, for reasons beyond the control of the travel organiser, the INSURED PARTY cannot continue travelling, the INSURER will cover, **upon presentation of the supporting documents and invoices**, the expenses incurred from such a situation **up to the amount and the time limit established in PARTICULAR CONDITIONS**.

4.4 MISSING CONNECTING FLIGHTS OR TRANSPORTATION

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

4.5 ALTERNATIVE TRANSPORT DUE TO MISSING CONNECTING FLIGHTS OR TRANSPORTATION

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

4.6 MISSING TRANSPORTATION DUE TO ACCIDENTS "IN ITINERE"

If the INSURED PARTY misses their flight or chosen means of transportation because part of the way to the airport, seaport, railway or bus station is closed, the INSURER will pay **up to the limit established in the PARTICULAR CONDITIONS and upon presentation of the supporting documents and invoices**, the additional hotel, meals and transportation expenses incurred during the wait until the following means of transportation is available to them.

4.7 CHANGES IN SERVICES INITIALLY CONTRACTED

In case of overbooking or last minute cancellations, for aeroplane seating or hotel accommodation, which the holiday organiser is not responsible for, the INSURER will cover, **upon presentation of supporting documents and invoices**, the following cases:

For departure using any means of transport different to that initially planned, the INSURER shall indemnify **up to the amount and time limit indicated in PARTICULAR CONDITIONS**.

For change of hotel/apartment, the INSURER shall indemnify **up to the amount and time limit indicated in PARTICULAR CONDITIONS**, provided that the change is to a lower category than originally planned. **This circumstance must be verified through documentation related to those contracted services and documentation corresponding to the final hotel used.**

The above coverages cannot be accumulated nor are they complementary to each other, since once the first cause of compensation for the concept of delay has occurred, the others are eliminated if they have their origin in the same cause.

The expenses covered by these guarantees refer, in any case, to those incurred at the place where the delay occurs.

The Insurer, in the case of compensation payments, shall replace the INSURED PARTY in rights and actions, up to the limit of the amount paid, to claim against the person responsible for the delays produced and the change of category of the contracted hotel.

4.8 LOSS OF CONTRACTED SERVICES

If the means of public transport chosen by the INSURED PARTY is delayed by technical failure, weather, natural disasters, intervention by the authorities or other persons by force, or any cause of force majeure, and this delay results in the INSURED PARTY losing part of their contracted services, such as excursions, visits, hotel nights or meals, the INSURER will reimburse **up to the limit established in the PARTICULAR CONDITIONS** the amount of such services not enjoyed.

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

7. LIMITS

The INSURER will assume the expenses outlined, 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.

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

For coverages that include payment of an amount in money, the INSURER is obliged to compensate at the end of the investigations and expert appraisals needed to establish the existence of the incident. In any case, the INSURER 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, the INSURER 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 20% annually.

8. 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.

If, in bad faith, the INSURED PARTY submits false declarations, exaggerates the amount of damage, tries to destroy or eliminate existing items from the incident, conceals or removes all or part of the insured items, uses inaccurate documents as justification or uses fraudulent means to make the claim, those actions will be grounds for rejection of the claim and the Insured Party loses all right to compensation for the incident.

9. 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 INSURER is not possible in the provision of the services, the INSURER 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.

10. SUBROGATION

Up to the amount of the total disbursed in compliance with the obligations derived from this policy, the INSURER 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 the INSURER 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).

11. PRESCRIPTION

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

12. INDICATION

If the content of this policy differs from the insurance request or the agreed clauses, the POLICYHOLDER may request that the INSURER 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.

13. CUSTOMER INFORMATION

In compliance with our duty to provide information and protect our customers as part of the brokerage services that we offer, please find the relevant details below:

Registration

INTERMUNDIAL XXI, S.L. is registered in the Special Administrative Register of Insurance Brokers, Reinsurance Agents and Executives Insurance Agents under entry No. J-1541. Said Register is public and can be consulted by writing to the Directorate General of Insurance and Pension Funds (Paseo de la Castellana, 44, 28046 -Madrid), or by visiting said organisation's website at:

<http://www.dgsfp.mineco.es/regpublicos/pui/pui.aspx>

Furthermore, INTERMUNDIAL XXI, S.L. retains a Professional Civil Liability and Surety Insurance Policy pursuant to the legislation in force.

Prior information receipt confirmation clause

The Policy Holder/Insured Party hereby expressly acknowledges that he/she has received, from the Insurer, in writing and on the date on which the insurance policy was taken out pursuant to its specific terms, the relevant information corresponding to the legislation applicable to the insurance contract, the different complaint bodies, the Member State in which the Holder's place of residence is located and its control authority, the corporate name, address and legal structure of the Insurer.

Customer Care Service

To process and resolve queries and complaints, INTERMUNDIAL XXI, S.L. has a customer care service that has been outsourced to Inade, Instituto Atlántico del Seguro, S.L., located in Vigo, in the province of Pontevedra, post code 36202, Calle La Paz, 2 bajo. The aforementioned service is obliged to resolve said complaints and claims in a maximum period of two months from the date on which they are submitted. In the event that the Customer is unsatisfied with the resolution, he/she may contact the Claims Service of the Directorate General of Insurance and Pension Fund; in order to do so, it is essential that the customer demonstrates he/she has submitted the claim or complaint in writing to the Customer Care Service of INTERMUNDIAL XXI, S.L.

PERSONAL DATA PROTECTION**BASIC INFORMATION**

Heading	Basic Information (1st layer)
Data Controller	InterMundial XXI S.L.
Purpose	<ul style="list-style-type: none"> - Advice on contracting and formalisation of insurance contracts and - Claims processing - Sending of commercial communications about products, sending of Newsletter, website updates
Legitimacy	<ul style="list-style-type: none"> - Execution of the insurance contract - Consent for commercial communications
Recipients	The recipients of your data will be the Insurers that offer the contracted coverage and Servisegur Consultores S.L. for the purpose of processing claims.
Rights	You have the right to access, rectify, limit the processing of, delete and request the portability of your data.
Origin	Directly from the interested party
Commercial communications	In order to improve the provision of our services, we create a commercial profile of our customers based on the information provided by them, which allows us to offer products and services of the following types according to their interests: <ul style="list-style-type: none"> - Travel insurance
Additional information	You can consult the additional information on the last page of this document and detailed information on Data protection in the following section of our website: www.intermundial.es/protecciondedatos

Objective analysis

Our advice is provided based on a sufficient number of insurance contracts offered on the risks market subject to coverage in such a way as to provide a recommendation, pursuant to professional criteria, concerning the insurance agreement that would best suit the customer's needs. Said analysis is not exclusively limited to the product, and also extends to the quality of the service and provisions that the chosen or rejected insurer is able to provide at the time the contract is formalised.

COMPLEMENTARY PERSONAL ACCIDENTS INSURANCE**Definitions:****Accident:**

Accident is understood as bodily injury that derives from a violent, sudden, external and unintentional action by the Insured Party, which results in permanent, total or partial disability, or death.

Permanent disability:

Permanent disability is understood as the organic or functional loss of the use of limbs and faculties of the Insured Party whose intensity is described in these General Conditions, and whose recovery is not considered possible according to the opinion of the medical experts appointed in accordance with the Law.

Sum Insured:

The amounts established in the Particular and General Conditions is the maximum limit of compensation to be paid by the Insurer in case of an incident.

Disagreement in the evaluation of the degree of disability:

If the parties agree on the amount and form of compensation, the Insurer must pay the agreed amount. **Should they disagree, the provisions of Insurance Contract Law will apply.**

Payment of compensations:

a) The Insurer is obliged to pay compensation at the end of any investigations and expert appraisals necessary to establish the existence of the incident and, where appropriate, the amount resulting from it. In any case, the Insurer shall pay, within forty days from the receipt of the declaration of incident, the minimum amount of what it may owe, according to the circumstances known to them.

b) If within three months from when the claim has been made, the Insurer has not carried out the repairs or paid compensation for the claim, 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%.

c) In order to obtain payment in case of death or permanent disability, the Insured Party or the Beneficiaries must send the following documents to the Insurer, as appropriate:

c.1. Death:

- Death certificate.
- Certificate from the Registry of Last Wills.
- A Will, if it exists.
- Certification of executor, if the Insured Party's Will designates insurance beneficiaries.
- Document proving the identity of the beneficiaries and the executor.
- If the beneficiaries were the legal heirs, the Declaration of Heirs issued by a competent Court would also be necessary.
- Letter exempting the beneficiaries from Inheritance Tax or liquidation, if applicable, duly completed by the competent Administrative Body.

c.2. Permanent disability:

- Disability medical certificate which details the type of disability that has resulted from the accident.

Personal accident insurance

In case of death or permanent disability, the Insurer will pay, **up to the expressly contracted amount indicated in the policy's Particular Conditions, and subject to the exclusions indicated in these General Conditions**, the compensations that may correspond as a result of the accidents that occurred to the Insured Party during trips and stays outside their habitual residence.

Persons over 70 years of age are not covered, and minors under 14 are covered for the risk of death by only up to 3,000 euros for burial expenses and for the risk of permanent disability up to the amount established in the Particular Conditions.

COVERAGE FOR PERSONAL ACCIDENTS OCCURRING EXCLUSIVELY ON PUBLIC TRANSPORT

This insurance covers, **exclusively and up to the limit established in the policy's particular conditions**, compensation for the death or disability of the INSURED PARTY **occurring because of an accident on the public transportation they are using**: aeroplane, regular commercial boat, train or regular bus line during the trip as a passenger, including from the rise and fall of said means of transportation, according to the means to be used and described in the trip itinerary.

Insurance coverage is excluded for people travelling in private, rental or single-engine aircraft (either propeller, turboprop, jet, etc.) or on cruise ships.

Persons over 70 years of age are not covered, and minors under 14 are covered for the risk of death by only up to 3,000 euros for burial expenses and for the risk of permanent disability up to the amount established in the Particular Conditions.

The compensation established in the Coverage for personal accidents exclusively for the means of public transport will not be complementary to that received by the Coverage for Personal accidents, 24 hours, should both have been contracted in the same policy.

The compensation limit of the two accident coverages is fixed as follows:**a) In case of death:**

When it is proven that the sudden or unexpected death occurring within one year from the accident is the consequence of an accident covered by the policy, **the Insurer will pay the amount established in the Particular Conditions.**

If, after the payment of compensation for permanent disability, the death of the Insured occurs as a result of the same incident, the Insurer will pay the difference between the amount already paid for disability compensation and the sum insured in the case of death, when said sum is higher.

b) In case of permanent disability:

The Insurer will pay the total amount insured if the disability is complete, or proportional to the degree of disability if it is partial.

The following table has been established for the evaluation of the degree of disability:

b.1 Loss or disabling of both upper limbs or both hands, or of an upper and a lower limb, or of a hand or a foot, or of both lower limbs or of both feet, absolute blindness, complete paralysis, or any other injury that renders the Insured Party unable to perform any sort of work100%

b.2 Complete loss or disabling of:

One upper limb or one hand	60%
One lower limb or one foot	50%
Complete deafness.....	40%
Movement of the thumb or index finger.....	40%
Loss of sight in one eye	30%
Loss of the thumb.....	20%
Loss of the index finger.....	15%
Deafness in one ear.....	10%
Loss of any other finger.....	5%

Should a case that is not indicated above occur, as in the partial losses, the degree of disability will be established in proportion to its severity compared with the listed disabilities. **In no case may it exceed total permanent disability.**

The degree of disability must be agreed upon and fixed within one year from the date of the accident.

The professional status of the Insured Party will not be taken into account when evaluating the effective disability of a limb or a part of the body affected.

If the Insured Party had physical disabilities before the Accident, the disability caused by the accident cannot be classified to a greater degree than if the victim did not have that disability before the accident.

Complete and permanent functional impotence in the limb is assimilable to the total loss of the limb.

Exclusions

The following are not covered by this insurance policy:

- a) Bodily injuries that occur in a state of mental derangement, paralysis, stroke, diabetes, alcoholism, substance abuse, spinal cord diseases, syphilis, AIDS, encephalitis, and, in general, any injury or illness that diminishes the Insured Party's physical or mental capabilities.
- b) Bodily injuries that occur as a result of criminal actions, provocations, quarrels - except in cases of self-defence - and duels, recklessness, bets or any risky or reckless undertaking, and accidents that occur as a result of war, even if they have not been declared, civil disturbances, earthquakes, floods and volcanic eruptions.
- c) Illnesses, hernias, lumbagos, intestinal strangulation, complications of varicose veins, poisonings or infections whose direct and exclusive cause is not included in the covered insurance. The consequences of surgical operations or unnecessary treatments for the healing of accidents suffered and those that belong to the care of the person.
- d) The practice of the following sports: speed or resistance races, ascensions and aeronautical trips, climbs, caving, hunting on horseback, polo, wrestling or boxing, rugby, spearfishing, parachuting, and any game or sport activity with high degree of risk.
- e) The use of a two-wheeled vehicle with an engine
- f) The exercise of a professional activity, provided that it is not of a commercial, artistic or intellectual nature.
- g) Any person who intentionally provokes the incident will not be covered by this policy.
- h) Situations aggravating an accident that occurred prior to signing the policy are not included.

Maximum accumulation:

The maximum compensation for this policy and for a single incident, will not exceed 1,200,000 euros.

CLAUSE ON COMPENSATION PAID BY THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES ARISING FROM EXTRAORDINARY EVENTS IN PERSONAL INSURANCE

In accordance with the provisions of the legal Statute revised text of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004, 29 October, the policyholder of an insurance contract that is obliged to include a surcharge in favour of the abovementioned public business institution is entitled to arrange coverage of extraordinary risks with any insurance entity that meets the conditions required by prevailing legislation.

The compensation for incidents that take place due to extraordinary events occurring in Spain or abroad, when the Insured Party's habitual residence is in Spain, will be paid by the Insurance Compensation Consortium when the Insured Party has paid the corresponding surcharges and one of the following situations takes place:

- a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the insurance company.
- b) That, even if they are covered by the aforementioned insurance policy, the insurance company's obligations cannot be met because it has been legally declared bankrupt or it is subject to forced liquidation procedures or this is assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall act in accordance with the provisions of the aforementioned legal Statute, Insurance Contract Law 50/1980, of October 8, the Extraordinary Insurance Risks Regulations, approved by Royal Decree 300/ 2004 and any other additional provisions.

Summary of legal regulations

1. Extraordinary events covered

a) The following natural phenomena: earthquakes and seaquakes, flash floods including those caused by sea storms; volcanic eruptions; atypical cyclones (including extraordinary winds with gusts superior to 120 km/h, and tornadoes); and falling of astral bodies and meteorites.

b) Those violently caused as a consequence of terrorism, rebellion, sedition, riot and civil disturbances.

c) Acts by the Armed Forces and Security Forces in peacetime.

Seismic, atmospheric phenomena, volcanic eruptions and the fall of astral bodies will be certified, at the request of the Insurance Compensation Consortium, through reports issued by the Spanish State Meteorological Agency (AEMET), the National Geographic Institute and other public bodies that are competent in the matter. In the case of events of a political or social nature, as well as in the event of damage caused by acts or actions by the Armed Forces or the Security Forces in peacetime, the Insurance Compensation Consortium may collect information on the events that have taken place from competent jurisdictional and administrative authorities.

2. Excluded risks

a) Those that should not receive compensation according to Insurance Contract Law.

b) Those caused by Insured persons who have an insurance contract in which the surcharge for the Insurance Compensation Consortium is not compulsory.

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

d) Those related to nuclear energy without that stipulated in the Law 12/2011 of May 27 being affected, on civil liability due to nuclear damages or produced by radioactive materials.

e) Those produced by natural phenomena other than those indicated in section 1.a) and, in particular, those caused by rising groundwater level, slope movement, landslides or settlements, rockslides and similar phenomena, unless these were manifestly caused by rainwater, which, in turn, would have caused an extraordinary flood situation in the area and occurred simultaneously with said flood.

f) Those caused by disturbances occurring during meetings or demonstrations carried out in compliance with the provisions of Organic Law 9/1983, of July 15, regulating the right to public meetings, as well as during legal strikes, unless these actions can be classified as extraordinary events in accordance with that noted in article 1.b) above.

g) Those caused by the Insured Party's bad faith.

h) Those corresponding to incidents produced before the payment of the first premium or when, in accordance with the provisions of Insurance Contract Law, coverage of the Insurance Compensation Consortium has been suspended or the insurance has been terminated due to non-payment of premiums.

i) Incidents which, due to their magnitude and seriousness, are classified by the Government of the Nation as a "catastrophe or national calamity".

3. Extension of coverage

1. The coverage of extraordinary risks will reach the same persons and the same insured sums that have been established in insurance policies covering ordinary risks.

2. In life insurance policies which, in accordance with contract provisions and with regulations governing private insurance, generate a policy reserve, the cover of the Insurance Compensation Consortium shall refer to the capital at risk for each Insured Party, that is to say the difference between the sum insured and the policy reserve which the insurance entity which issued it must have duly constituted. The amount corresponding to the policy reserve will be paid by the aforementioned insurance company.

Communication of damages to the Insurance Compensation Consortium

1. The claim for compensation for damages whose coverage corresponds to the Insurance Compensation Consortium will be made by the policyholder, the Insured Party or the beneficiary of the policy, or by the person acting on behalf and in representation of one of those persons, or by the insurance company or the insurance intermediary with whose intervention the insurance was managed.

2. Communication of the damages and a request for any information related to the procedure and the status of the claims process may be made:

- By calling the Insurance Compensation Consortium Customer Service Number (952 367 042 or 902 222 665).

- Through the Insurance Compensation Consortium website: www.conorseguros.es

3. Evaluation of damages:

The evaluation of compensable damages according to the insurance legislation and the content of the insurance policy will be carried out by the Insurance Compensation Consortium, and will not be associated with, if applicable, any evaluation carried out by the insurance company that covers ordinary risks.

4. Payment of the compensation:

The Insurance Compensation Consortium will pay the compensation awarded to the insurance beneficiary by bank transfer.

COMPLEMENTARY CIVIL LIABILITY INSURANCE

Definitions:

Sum Insured:

The amounts established in the Particular and General Conditions is the maximum limit of compensation to be paid by the Insurer in case of an incident.

Insured Party Obligations:

In the event of a Civil Liability claim, the Policyholder, the Insured Party, or their beneficiaries must not accept, negotiate or reject any claim without the express authorisation of the Insurer.

Payment of compensations:

a) The Insurer is obliged to pay compensation at the end of any investigations and expert appraisals necessary to establish the existence of the incident and, where appropriate, the amount resulting from it. In any case, the Insurer shall pay, within forty days from the receipt of the declaration of incident, the minimum amount of what it may owe, according to the circumstances known to them.

b) If within three months from when the claim has been made, the Insurer has not carried out the repairs or paid compensation for the claim, 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%.

Private civil liability insurance**1 Private civil liability**

The Insurer will cover the monetary compensations - **up to the limit indicated in this Policy's Particular Conditions** - which, without constituting personal sanction or sanction complementary to civil liability, may be demanded from the Insured Party pursuant to Articles 1902 to 1910 of the Civil Code, or similar provisions established by foreign legislation, if the Insured Party is civilly liable for personal injury or material damage caused involuntarily to third parties' persons, animals or things.

This limit includes the payment of court costs and expenses, as well as the provision of judicial bonds required of the Insured Party.

The following will not be considered third parties: the Policyholder; the Parties Insured on the same policy and on the same trip; their family members.

2. Exclusions

The following are not covered by this insurance policy:

a) Any type of Liability that corresponds to the Insured Party for driving motor vehicles, aircraft and boats, as well as for the use of firearms.

b) Civil Liability derived from any activity in professional, unionised, political or associative organisations.

c) Fines or sanctions imposed by Courts or authorities of all kinds.

d) Responsibility derived from the practice of professional sports and the following modalities even as an amateur: mountaineering, boxing, bobsleigh, speleology, judo, parachuting, hang gliding, gliding, polo, rugby, shooting, yachting, martial arts, and those practised with motor vehicles.

e) Damage to the objects entrusted, by any title, to the Insured Party.

ADDITIONAL INFORMATION ON DATA PROTECTION**Who is responsible for processing your data?**

The data processor is INTERMUNDIAL XXI S.L. Correduría de Seguros, with Taxpayer Identification Code B81577231 and registered office at C/ Irún 7, 1º A izquierda, 28008. You can contact us by sending us a letter to our indicated postal address or via our email: lopd@intermundial.com.

For what purpose do we process your personal data?

At INTERMUNDIAL XXI S.L., we process the information provided by the interested parties for advice on contracting and to manage the insurance contract, processing claims arising from the contract signed, as well as sending commercial communications and newsletters.

For how long will we keep your data?

The data provided shall be kept throughout the term of the contract and shall be deleted upon expiry of the insurance contract.

Notwithstanding the foregoing, the data shall be blocked and stored during the period of limitation of any actions that may arise in connection with the contractual relationship entered into by you.

What is the legitimacy for the processing of your data?

The legal basis for the processing of your data is the execution of the insurance contracts, under the terms and conditions contained in the contracts, as well as the processing of claims arising from them.

The legitimacy of the offer of products and services lies in the legitimate interest of the data controller, and the Customer may at any time object to this type of processing, although the exercise of this right shall not condition the execution of the contract under any circumstances.

We also inform you that failure to provide the required information results in it being impossible to sign and fulfil the contract.

To which recipients will your data be communicated?

The data will be communicated to the insurers for the purpose of managing the insurance contract.

Likewise, they will be communicated to Servisegur Consultores S.L., with Taxpayer Identification Code B81398414 and registered office at C/ Irún 7, 1ºA izquierda, Madrid, 28008, for the purpose of processing claims arising from the contract signed.

What are your rights when you provide us with your data?

Any person has the right to obtain confirmation as to whether INTERMUNDIAL XXI S.L. is processing personal data concerning them.

The interested party shall have the right to withdraw his/her consent at any time, provided that the processing is not necessary for the purpose of fulfilling the contract. The withdrawal of consent shall not affect the legality of the processing based on consent prior to its withdrawal.

You may exercise your rights of access, rectification, deletion, limitation in the processing and portability of data through our website (www.intermundial.es/incidencias), or by addressing a letter to our Legal Advisory Department at C/ Irún 7, 1º A Izquierda, Madrid, 28008.

Ultimately, you can request information on your rights and file a claim with the Spanish Data Protection Authority, whose registered office is at calle Jorge Juan, nº 6, 28001 Madrid.

