

General Conditions

Travel Assistance Insurance Policy





MAPFRE

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Travel Assistance Insurance Policy

De acuerdo con lo establecido en el artículo 3 de la Ley 50/80, de 8 de octubre, de Contrato de Seguro (BOE 17/10/80) se destacan en letra negrita las cláusulas limitativas de los derechos de los asegurados contenidas en las Condiciones Generales de la póliza.

TRAVEL RECOMMENDATIONS

Always carry with you the MAPFRE FAMILIAR telephone number and your policy number. If you are going to travel around Europe, obtain the “**European Health Insurance Card**” (EHIC) at your local Social Security office.

Please read this policy carefully, including the policy’s general exclusions and the specific **exclusions** for each cover option or guarantee.

Pay particular attention to the recommendations regarding the country you plan to visit, readily available on the Foreign Ministry’s website.

How to make use of your policy?

In the event of any emergency or need to make use of the policy, please contact **MAPFRE FAMILIAR** and state your name, your policy number, where you are and a telephone number where you may be contacted.

Accident or illness: if it is an emergency, go immediately to a suitable hospital centre. If it is not an emergency, contact **MAPFRE FAMILIAR** first of all.

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

Definitive loss or destruction of the luggage checked-in for a flight:

- a. Before leaving the luggage collection area, request a **Property Irregularity Report (PIR)**.
- b. File a **written complaint** with the airline company, within the time limits established by each company.
- c. Make a list of the contents of the luggage.

Theft, loss or external damage to luggage placed in the care of the carrier:

- a. Lodge a formal complaint with the police at the place where it occurred, duly listing the contents of the luggage and their economic value. Obtain a certificate of the said complaint.
- b. File a **written complaint** with the carrier company, within the time limits established by each company. Keep a copy of the same.
- c. Make a list of the contents of the luggage.

Theft of luggage or personal belongings not checked-in:

- a. Debe denunciar el hecho ante la policía en el lugar de ocurrencia, haciendo constar en la denuncia la relación de objetos y su valoración económica. Obtenga un certificado de dicha denuncia.

Delayed departure of your means of transport or missed connections:

- a. File a **written complaint** with the carrier company, within the time limits established by each company.

Travel Recommendations

- b. Obtain a certificate from the carrier that reflects the actual departure time and the cause of the delay.
- c. Keep the receipts for any additional expenses incurred during the delay.

Cancellation of trip: As soon as you are aware of the impossibility of initiating your trip for some reason envisaged in the policy, proceed to your travel agency to make the cancellation, obtain a document certifying the cancellation and report this at once.

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General Conditions

INTRODUCTION

ARTICLE 1. PRELIMINARY

This insurance contract shall be governed by the stipulations of the General, Specific and Special Conditions and, save agreement to the contrary that proves more beneficial for the insured, by the provisions of Spanish Law 50/1980, of 8th October, on Insurance Contracts, Legislative Royal Decree 6/2004, of 29th October, which approved the revised text of the Law on Private Insurance Regulation and Supervision, and its implementing Regulation, approved by Royal Decree 2486/1998, of 20th November.

The registered offices of MAPFRE FAMILIAR, COMPAÑÍA DE SEGUROS Y REASEGUROS S.A. are located in Spain and it is thus the Spanish Economics Ministry, through the Spanish Insurance and Pension Funds General Directorate, which is the authority entrusted with controlling the exercise of its activities.

ARTICLE 2. DEFINITIONS

For the purposes of this contract, these terms shall be understood as follows:

- **Policy:** document that contains the conditions governing the insurance. The following form an integral part of the Policy: the Insurance Application, the General Conditions, the Specific Conditions that individualise the risk factors and any Special Conditions, where applicable, as well as any Supplements or Appendices issued in order to complement or modify the Policy.
- **Group Policy:** document whereby the Policyholder, normally a legal person, takes out coverage for certain specific Insured and/or Beneficiaries, who are normally clients or employees of the Policyholder. The Policyholder contracts coverage with the Insurer, with its stated limitations and exclusions, for the risks that the Policyholder wishes the Insurer to protect vis-à-vis the declared Insured parties and/or Beneficiaries. The Policyholder assumes responsibility for informing the Insured and/or Beneficiaries of the cover, limitations and/or exclusions of the policy thus contracted.
- **Insurer or Company:** MAPFRE FAMILIAR, COMPAÑÍA DE SEGUROS Y REASEGUROS S.A, referred to as “the Company” throughout these General Conditions..
- **Policyholder:** person who signs this contract with the Company and who thus assumes the obligations thereof, with the exception of those that expressly correspond to the Insured and/or Beneficiary.
- **Insured:** each person identified in the policy, who is entitled to the benefits provided under this policy. In the case of Group Policies, the Insured shall be deemed to be those included in the lists which the Policyholder communicates to the Company prior to the start of the cover period.

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- **Beneficiary:** person or persons considered by the Policyholder or, where applicable, the Insured, to be entitled to receive any assistance duly covered or, where applicable, the amount corresponding to any indemnity provided for under the terms of the contracted policy.
- **Relatives:** relatives shall be taken to refer solely to spouses, common-law partners, children, parents, grandparents, siblings and parents, sons, daughters, brothers and sisters-in-law of the Insured, save specific provisions of each Cover or Guarantee. Likewise, the Insured's legal guardians shall be included in this definition.
- **Territorial Scope:** geographical area over which the trip stipulated in the contract takes place and in which any incidents which occur shall be duly covered. This shall be duly stated in the Specific or Special Conditions of the policy.

For the purpose of applying tariffs, in order to determine the territorial scope, the habitual country of residence shall be taken into account.

Regarding the territorial scope, “**Europe and the Mediterranean coast**” shall be taken to include the following countries:

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

Non-European countries on the Mediterranean coast: Syria, Israel, Palestine, Egypt, Libya, Tunisia, Algeria and Morocco.

Countries not on the Mediterranean coast, but also included: Jordan.

The “Europe and the Mediterranean coast” definition shall not be deemed to include those territories of the aforementioned countries which are not located within the geographical territory corresponding to Europe and the Mediterranean coast.

- **Third Parties:** any natural or legal person, other than the Policyholder, Insured, Beneficiary or person responsible for the loss
- **Limit:** amount established in the Specific Conditions – or, where applicable, in the Special Conditions of the policy – which represents the maximum benefit (in economic, time or other terms) covered under each guarantee.
- **Sum Insured:** amount established in the Specific Conditions – or, where applicable, in the Special Conditions of the policy – which represents the maximum value of the indemnity for each of the guarantees.
- **Premium:** price of the policy to be paid by the Policyholder to the Insurer, in return for the coverage of the risks the latter offers the former, and whose receipt shall also include any legally applicable surcharges and taxes to be satisfied by the Policyholder

Loss: any event whose consequences are wholly or partially covered by the guarantees of this policy. All damages arising from one and the same event are deemed to constitute a single loss.

- **Robbery:** appropriation of the property of others using violence or intimidation against individuals or force against objects.
- **Theft:** appropriation of the property of others, with the intention of profiting, without using violence or intimidation against individuals or force against objects..
- **Illness:** any health alteration, whose diagnosis and confirmation are performed by a doctor legally authorised to practice, during the effective period of the policy.
- **Serious illness:** a health alteration that entails hospitalisation or that, in the opinion of the Company's medical team, makes it impossible for the Insured to initiate or continue their trip, or poses a risk of death.
- **Pre-existing illness:** an illness is considered pre-existing where it was being treated or was known to the Insured or their relatives prior to the start of the trip and/or taking out the policy.
- **Accident:** any bodily injury, suffered during the effective period of the contract, stemming from a sudden, violent, external cause that is unintentional on the Insured's part. For the purposes of this policy, the following shall also be taken to be accidents:
 - a) Asphyxia or injuries stemming from gases or vapours, immersion or submersion, or from the consumption of liquid or solid non-food substances.
 - b) Infections resulting from an accident covered by the policy.
 - c) Injuries that are a consequence of surgical operations or medical treatments resulting from an accident covered by the policy.
 - d) Injuries sustained as a result of legitimate self-defence

Save express agreement to the contrary, for the purposes of this policy, an "accident" shall not be deemed to include infarcts and other analogous or similar cardiovascular or cerebrovascular episodes.

- **Serious accident:** an accident that, in the opinion of the Company's medical team, makes it impossible for the Insured to initiate or continue the trip on the scheduled date, or poses a risk of death.
- **Bodily damages:** bodily injuries or death caused to individuals
- **Material damages:** deterioration or destruction of inanimate objects and injuries caused to animals.
- **Damages:** economic losses that are the direct consequence of some indemnifiable bodily or material damage suffered by a third party.
- **Osteosynthesis material:** metallic parts or elements, or those of any other nature, which are employed for the union of two extremes of a fractured bone or to bond articulation elements in a surgical intervention and are reusable.
- **Orthopaedic or orthotic material:** anatomical pieces or elements of any nature employed to prevent or to correct temporary or permanent physical deformations (walking sticks, cervical collars, wheelchairs, etc.).

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- **Prostheses:** any element of whatever nature that replaces – temporarily or permanently – some organ, tissue, organic fluid, limb or part of any of the foregoing. To cite a few examples, the following are considered thus: mechanical or biological elements such as cardiac valve replacements, joint replacements, synthetic skin, intraocular lenses, spectacles, biological materials (cornea), synthetic or semi-synthetic fluids, gels and liquids to replace organic humours or liquids, reservoirs for medicine administration, mobile oxygenotherapy systems, etc., except for crutches prescribed as a consequence of a skiing accident, in those policies where this guaranteed benefit is contracted.
- **Valuable item:** jewellery, watches, objects made from precious metal, furs, paintings, objets d'art, silver and gold articles, unique objects, mobile telephones and their accessories, cameras and photographic or video equipment, audiovisual reproduction or recording equipment, as well as any accessories thereof, computer equipment of any kind, radio-controlled models and accessories, rifles, hunting guns, as well as their optical accessories.
- **Monitor:** person responsible for the safekeeping or supervision of a group of minors or disabled persons, both on school premises and on the occasion of undertaking excursions, cultural visits or similar acts.

ARTICLE 3. OBJECT AND SCOPE OF THE POLICY

By virtue of this contract, the Company guarantees to provide the Insured with immediate material help in the form of some service provision or, where appropriate, the financial benefit that is required as a result of some unforeseen event occurring during the course of a trip for which this policy was taken out.

The benefits guaranteed under the policy shall be provided, in every case, according to the terms and conditions set forth in the policy and in keeping with the specific guarantees that have actually been contracted.

The said Specific Conditions and, where appropriate, the Special Conditions shall reflect the guarantees actually contracted, together with the Limits or Sums Insured for each of them, as well as the territorial scope of application of the coverage.

The Specific and Special Conditions shall take precedence over the provisions of these General Conditions

Save where the Specific, Special or Additional Conditions – or the Annexes or Supplements to these General Conditions – should state some other distance and/or duration, the guarantees shall only be effective while the Insured are on a trip away from their habitual place of residence, at a distance in excess of fifteen kilometres or other stipulated “distance deductible”. The guarantees shall cease once the journey covered by the policy has terminated or the first ninety (90) days of the journey for which the insurance was taken out have already passed.

GENERAL CONDITIONS OF EACH GUARANTEE

ARTICLE 4. TRAVEL ASSISTANCE COVERAGE

By virtue of this contract, the Company guarantees to provide the Insured with immediate material help in the form of some service provision or, where appropriate, the financial benefit that is required when the latter is in difficulty, as a result of some unforeseen event occurring during the course of a trip for which this policy was taken out.

When, as a result of a loss covered by this policy, Insured must prolong their stay away from home, the Travel Assistance Coverage provided by this section shall be automatically extended for the Insured in question, **on one single occasion and up to a maximum of 10 days**. This guarantee may not be increased nor extended for any further time.

ARTICLE 4.1. PERSONAL ASSISTANCE COVERAGE

The guarantees relating to the insured persons are listed in this article and shall be rendered in accordance with the conditions set out below.

1. Medical assistance for illness or accident befalling the Insured while travelling within their habitual country of residence

In the event that the Insured should fall ill or have an accident while travelling within their habitual country of residence, the Company shall meet the cost of any hospitalisation expenses, surgical operations, medical and nursing fees and any pharmaceutical products prescribed by the doctor attending them, until their condition is sufficiently stabilised to permit them to continue the journey or be transferred to their habitual residence or hospital close to the same, **up to the limit duly established in the Specific or Special Conditions**.

The Company's medical team shall maintain the necessary telephone conversations with the centre and with the doctors attending the Insured in order to supervise the provision of suitable health care.

Save where the Specific or Special Conditions should specify another limit, expenses relating to emergency dental treatment shall be limited to 60 euros.

2. Medical assistance for illness or accident befalling the Insured while travelling outside their habitual country of residence

In the event that the Insured should fall ill or have an accident while travelling **outside their habitual country of residence**, the Company shall meet the cost of any hospitalisation expenses, surgical operations, medical and nursing fees and any pharmaceutical products prescribed by the doctor attending them, until their condition is sufficiently stabilised to permit them to continue the journey or be transferred to their habitual residence or hospital close to the same, **up to the limit duly established in the Specific or Special Conditions**.

The Company's medical team shall maintain the necessary telephone conversations with the centre and with the doctors attending the Insured in order to supervise the provision of suitable health care.

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Save where the Specific or Special Conditions should specify another limit, expenses relating to emergency dental treatment shall be limited to 60 euros.

In any case, the Company may demand payment for healthcare services provided to the Insured and to which they may be entitled under the terms of the General Regime of the Social Security or, where applicable, any other special regime thereof or of any substitute organisation or regime. When travelling to countries within the European Union, the Insured must carry with them the “European Health Insurance Card” (EHIC). When travelling to other countries with which there exists a Social Security Agreement, the Insured must carry with them the corresponding form.

3. Transportation for accompanying the Insured while hospitalised

In the event that the hospitalisation of the Insured, due to an accident or illness covered by the policy, should be forecast to last **over five days**, the Company shall meet the transportation expenses for a companion designated by the Insured to come to the place where they are hospitalised, **up to the limit duly established in the Specific or Special Conditions**.

4. Accommodation for accompanying the Insured while hospitalised

In the event that the hospitalisation of the Insured, due to an accident or illness covered by the policy, should be forecast to last **over five days**, the Company shall meet the accommodation expenses for a companion designated by the Insured to stay in the locality where they are hospitalised, **up to the limit duly established in the Specific or Special Conditions**.

Once such companions have travelled to be with the Insured, they shall be entitled to the following coverage throughout the time they remain there: a) medical assistance in the event of illness or accident; b) transportation or medical repatriation, in the event of illness or accident. **The scope and limits of these two guarantees shall be the same as those contracted by the Insured.**

5. Extension of the Insured’s stay as a result of illness or accident

The Company shall meet the Insured’s accommodation costs when, as a result of illness or accident duly covered by the policy and suffered during a trip, it proves necessary to extend the stay away from home on doctor’s orders in order to receive medical assistance, **up to the limit duly established in the Specific or Special Conditions**.

6. Shipment of medicaments

The Company shall take charge of delivering the medicines prescribed urgently by a doctor for the Insured and which cannot be found at the place where they are travelling, nor be substituted by medication with a similar composition.

In no case shall the Company pay the cost of such medicaments.

7. Transfer or medical repatriation, in the event of illness or accident suffered by the Insured on a trip

In the event of the Insured suffering an accident or illness while travelling **outside the locality of their habitual residence**, the Company shall take charge – whenever

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necessary – of transferring or repatriating the Insured to a suitable equipped medical centre or to their habitual place of residence.

Depending on the urgency of the situation or seriousness of the Insured's condition, the Company's medical team shall decide to which medical centre they should be transferred or whether repatriation proves necessary and shall remain in permanent contact with the doctors attending to the Insured in order to ensure the provision of suitable health care.

In accordance with the Insured's medical condition – and solely when the Insured are travelling within the “Europe and the Mediterranean coast” territorial area – the Company's medical team may authorise the use of an air ambulance.

8. Transfer or repatriation of Insured persons accompanying the Insured who suffers an illness or accident

When the illness or accident suffered by one of the Insured impedes the continuation of the trip, the Company shall take charge of the transfer of the accompanying persons who contracted the journey together with the Insured **(up to a maximum of SIX and subject to the provisions of the Specific or Special Conditions)** to the place where the former is hospitalised and/or to their habitual place of residence.

9. Transfer or repatriation of Insured minors or disabled persons accompanying the Insured who suffers an illness or accident

When illness or accident of one of the Insured impedes the continuation of the trip, and any of the Insured companions outlined in the previous article should be if any of the Insured companions mentioned in the previous article should be under fifteen years of age or disabled, with nobody to accompany them, the Company shall place at their disposal a suitable person to attend to their needs during the journey to the place the former was hospitalised or to their habitual place of residence.

10. Transfer or repatriation of death Insured

In the event of the death of the Insured, the Company shall make the necessary arrangements for the transfer or repatriation of the mortal remains and shall assume the transportation expenses to the place of interment, cremation or funeral ceremony in their habitual place of residence.

This guarantee does not cover payment of the interment, cremation or funeral ceremony expenses.

11. Transfer or repatriation of Insured persons accompanying the deceased Insured party

Whenever the death of the Insured impedes the continuation of the trip, the Company shall take charge of the transfer of the remaining Insured accompanying the former **(up to a maximum of SIX and subject to the provisions of the Specific or Special Conditions)** to their habitual place of residence.

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12. Transfer or repatriation of Insured minors and/or disabled persons accompanying the deceased Insured party

When the death of one of the Insured impedes the continuation of the trip, and any of the Insured companions outlined in the previous article should be under fifteen years of age or disabled, with nobody to accompany them, the Company shall place at their disposal a suitable person to attend to their needs during the journey to the place where the former was hospitalised or to their habitual place of residence.

13. Transportation for accompanying the Insured's bodily remains

The Company shall provide a relative of the deceased Insured with a return ticket from their habitual residence in order to travel to the location of the death and, where possible, accompany the mortal remains on the repatriation trip.

14. Accommodation for accompanying the Insured's bodily remains

The Company shall cover the accommodation expenses for the person referred to in the previous article at the place where the Insured died, **up to the limit duly established in the Specific or Special Conditions.**

Once such persons have travelled to where the Insured died, they shall be entitled to the following coverage throughout the time they remain there: a) medical assistance in the event of illness or accident; b) transportation or medical repatriation, in the event of illness or accident. **The scope and limits of these two guarantees shall be the same as those contracted by the Insured.**

15. Urgent return of the Insured due to the death of a relative

Whenever Insured are forced to curtail a trip, due to the death of a relative, the Company shall arrange the return to their habitual place of residence or to the place of interment in the Insured's habitual country of residence, **provided they are unable to travel by their own means of transport or that hired to undertake the trip.**

The Insured must furnish all documentary proof or certificates relating to the event that led to the interruption of the journey (death certificate).

16. Urgent return of the Insured due to the hospitalisation of a relative

Whenever Insured are forced to curtail a trip, due to the **hospitalisation of a relative for over 5 days**, the Company shall arrange the return to their habitual place of residence or to the place of hospitalisation in the Insured's habitual country of residence, **provided they are unable to travel by their own means of transport or that hired to undertake the trip.**

The Insured must furnish all documentary proof or certificates relating to the event that led to the interruption of the journey.

17. Urgent return due to a serious incident at their habitual residence or business premises

The Company shall meet the cost of urgent transportation to the Insured's habitual place of residence, in the event of a fire or explosion, flooding or robbery at their habitual or secondary place of residence or owned or rented business premises that renders them

General Conditions of Each Guarantee

uninhabitable or under serious risk of further damage occurring, thus making it essential that the Insured return home immediately and warranting the said urgent trip, **provided they are unable to travel by their own means of transport or that hired to undertake the trip.**

The Insured must furnish all documentary proof or certificates relating to the event that led to the interruption of the journey (e.g. original fire brigade's report, formal complaint to the police, report from the insurance company or similar documentation).

18. Transportation to continue a journey following an urgent return to the Insured's home

In the event that Insured should be forced to interrupt a journey and return to their habitual place of residence, due to one of the causes covered by the policy, and later wish to resume the contracted journey, the Company shall arrange transportation to the place where the journey was interrupted by the event that affected the Insured.

The Insured must furnish all documentary proof or certificates relating to the event that led to the interruption of the journey.

19. Arranging and coordinating assistance services

For those healthcare assistance and repatriation services not covered by the policy, the Company shall place at the disposal of the Insured the most suitable professionals to manage, coordinate and oversee the assistance they may require. **The costs corresponding to such services shall be met by the Insured.**

20. Transmission of urgent messages

The Company shall arrange the transmission of justifiably urgent messages from the Insured, relating to any of the events covered by the policy.

21. Simultaneous translation telephone service when abroad

In cases of urgent necessity when abroad, related to the guaranteed benefits of the policy, the Insured may call on the Company to provide a simultaneous translation service over the telephone.

22. Access to a translation/interpreting service with a non-binding estimate

The Company shall place at the disposal of the Insured the most suitable professionals for translation and interpreting work whenever they so request during their trip. **The costs corresponding to such services shall be met by the Insured.**

23. Replacement of the Insured following repatriation

In the case of a trip for professional reasons during which the Insured suffers an accident or some illness that requires repatriation, the Company shall pay for the return journey to the destination of another person designated by the Policyholder to substitute the repatriated Insured party. This person shall thenceforth be considered an Insured party.

In no case shall the Company satisfy wages, salaries, allowances, board or lodgings of the person who replaces the repatriated Insured party.

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24. General Information

The Company shall respond to any consultations, doubts or problems that the Insured may wish to pose over the telephone on any of the following matters:

- Recommendations of the Spanish Foreign Affairs Ministry
- Information on embassies, consulates, visas and procedures necessary to enter a country.
- Currencies.
- Vaccinations and hygiene/health recommendations for travellers.
- Telephones, prefixes and time zones.
- Weather.

25. Transportation for the Insured in order to obtain the documentation necessary to travel outside their usual country of residence

Should the Insured lose a passport while outside their habitual country of residence, the Company shall meet the travel expenses required in order to obtain a new passport or equivalent consular document, **up to the limit duly established in the Specific or Special Conditions.**

26. Accommodation for the Insured in order to obtain the documentation necessary to travel outside their usual country of residence

Should the Insured lose a passport while outside their habitual country of residence, the Company shall meet the accommodation expenses until a new passport is obtained, where this requires prolonging the trip beyond the scheduled return date, up to the limit **duly established in the Specific or Special Conditions.**

27. Arranging delivery of cash abroad

Where, during a trip abroad, the Insured should be deprived of cash as a result of robbery, loss of luggage, illness or accident, duly corroborated by the presentation of the corresponding documentary proof – receipts, certificates, formal complaints, etc. – the Company shall arrange to forward the cash needed, **up to the limit duly established in the Specific or Special Conditions, provided that the amount requested is deposited beforehand in the Company's bank account.**

28. Rescue expenses

Should the Insured disappear during the trip in some hazardous situation, the Company shall meet the expenses incurred in order to locate and rescue the Insured, **up to the limit duly established in the Specific or Special Conditions.**

29. Indemnity for loss of classes

In the event that the reason for the trip for which the policy is taken out should be to attend study courses and if, as a result of illness or accident, the Insured were hospitalised for a minimum of 5 days, the Company shall indemnify the loss of classes from the first day of hospitalisation, **up to the limit duly established in the Specific or Special Conditions.**

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The Insured must furnish the medical report that corroborates such hospitalisation and the length of the same, as well as the original copy of the course registration.

30. Opening safes in hotel rooms

In the event of loss of the key or opening code for the safe in the hotel room, the Company will reimburse the duly justified opening costs **up to the limit agreed upon in the policy's Specific or Special Conditions.**

31. Reimbursement of expenses incurred due to loss or theft of usual residence or car keys.

If during a trip the keys to the Insured loses or has stolen the keys to their usual residence or privately owned vehicle, requiring the urgent use of a locksmith or assistance service to enter the home or use the vehicle, the Company will reimburse the expenses incurred **up to the limit established in the policy's Specific or Special Conditions.**

To request reimbursement charged to this warranty, the Insured must provide the original bills for the costs incurred due to the loss or theft of the keys.

ARTICLE 4.2. EXCLUSIONS ESPECIFIC TO THE PERSONAL ASSISTANCE COVERAGE

In addition to the General Exclusions to all the guarantees of this policy, as outlined in Article 12 of these General Conditions, cover shall not be provided for the following cases and their consequences:

- a) The Insured's pre-existing illnesses, except for the guarantee covering the "Transfer or repatriation of the Insured's mortal remains".
- b) Illnesses or pathological states caused by the voluntary consumption of alcohol, drugs, toxic substances, narcotics or medicines acquired without a medical prescription.
- c) Events related to the rejection or deferral of the transfer proposed by the Company's medical service, for some reason attributable to the Insured or their companions..
- d) Rehabilitation treatments.
- e Periodical or preventive medical examinations.
- f) Events related to prostheses and orthopaedic, orthotic or osteosynthesis material.
- g) Events occurring during a trip where this was undertaken for the following reasons: a) with the intention of receiving medical treatment; b) because the Insured was diagnosed with some terminal illness
- h) The accidents occurred during the performance of the following activities:
 - Work on construction sites, scaffolding or heights, wells or loading dock.
 - Use of press-type machines, cutting, turning, saw in construction or agriculture.
 - Using cutting instruments of the type of knives, axes or shears.
 - Management and handling of goods or heavy or dangerous objects.

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- Handling of toxic, corrosive, explosive or flammable.
- Working in armed forces or security .

ARTICLE 4.3. DELAY COMPENSATION COVERAGE

The guaranteed benefits relating to travel delays are those listed in this article and shall be provided in accordance with the conditions set forth below.

In all cases, the Insured shall present the carrier's original certificate relating to the occurrence of the delay or cancellation and the underlying reasons.

This coverage duly excludes any delay or cancellation arising as a consequence of a strike called by employees belonging to the airline company or to service companies subcontracted by the same and/or to the departure, stopover or arrival airports for the flight.

1. Delay in the departure of the aerial means of transport

Whenever the departure of the aerial means of public transport contracted by the Insured is delayed by **a minimum of six hours or is cancelled**, the Company shall reimburse the additional expenses incurred for transport, board and lodgings in a hotel as a consequence of the said delay or cancellation, up to the limit duly established in the Specific or Special Conditions.

In order to claim indemnity under this guarantee, the Insured must present the following documents:

- a) Certificate from the carrier that reflects the actual departure time and the cause of the delay.
- b) Original bills of the expenses incurred as a result of the delay.

2. Delayed departure due to overbooking for aerial transport

Where, as a result of the air carrier selling a greater number of tickets than the available seats, a situation known as **"overbooking"**, the Insured's flight should suffer a delay in excess of **six hours**, the Company shall reimburse the cost of basic necessities i.e. that which proves essential while the Insured awaits the departure of the flight, **up to the limit duly established in the Specific or Special Conditions.**

In order to claim indemnity under this guarantee, the Insured must present the following documents:

- a) Certificate from the carrier that reflects the actual departure time and the cause of the delay.
- b) Original bills of the expenses incurred as a result of the delay.

3. Missed flight connections

Where the contracted flight is delayed because of a technical failure, meteorological problems, intervention by the Authorities or by other people using force and, as a result of this delay, it proves impossible to connect with the next scheduled pre-booked flight on the ticket, the Company shall reimburse the cost of basic necessities that prove essential while

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the Insured awaits the departure of the next flight, **up to the limit duly established in the Specific or Special Conditions.**

In order to claim indemnity under this guarantee, the Insured must present the following documents:

- a) Certificate from the carrier that reflects the actual departure time and the cause of the delay.
- b) Original bills of the expenses incurred as a result of missing a connecting flight.

4. Delay arriving home

When the arrival of the means of transport contracted by the Insured to complete the journey to their usual place of residence is delayed by over three hours from the scheduled time, the Company shall reimburse **up to the limit established in the policy's Specific or Special Conditions**, the justified and unexpected costs produced by said delay to continue or conclude the journey.

To request reimbursement charged to this warrant, the Insured must provide the following documents:

- a) **Certificate from the carrier reflecting the actual time of departure and the reason for the delay.**
- b) **Original bills of the expenses incurred as a result of the delay.**

ARTICLE 4.4. LUGGAGE COVERAGE

The guarantees relating to luggage and personal effects belonging to the Insured are those listed in this article and they shall be provided according to the conditions set forth below.

1. Indemnity for the definitive loss, robbery or external damage of luggage checked-in for a flight

The Company shall inform the Insured of their rights and the steps to be taken vis-à-vis the airline company responsible, in the event of the definitive loss or external damage of the luggage checked-in for a flight, and shall complement the indemnity received from the airline company up to the limit duly established in the Specific or Special Conditions.

In any case, the external damage to the luggage shall be indemnified with a maximum of 60 euros.

Any indemnities to be received under this guarantee shall be reduced by the amount of any indemnity that may be due under the “Indemnity for delayed delivery of checked-in luggage” coverage.

DOCUMENTS NECESSARY TO CLAIM UNDER THIS GUARANTEE

In order to claim indemnity for the definitive loss of luggage, the Insured must present the following documents:

- a) Property Irregularity Report (PIR).
- b) Final settlement letter from the airline company certifying the definitive loss of the luggage checked-in for a flight.

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- c) List of the contents of the luggage with the Insured's economic assessment of their value.

In the event of claiming indemnity for external damage to luggage, it is only necessary to present the Property Irregularity Report (PIR).

In order to claim indemnity for stolen checked-in luggage, the Insured must present:

- a) A Property Irregularity Report (PIR) or formal complaint lodged with the police at the place where the robbery was detected, with a list of the missing items and the damages caused by the robbery.
- b) List of the contents of the luggage with the Insured's economic assessment of their value.

2. Indemnity for robbery of luggage delivered into the safekeeping of the carrier

The Company shall indemnify for the robbery of luggage during transportation by the carrier company, **up to the limit duly established in the Specific or Special Conditions**, without prejudice to the liability that might correspond to the carrier company for the luggage as a whole.

In order to claim indemnity under this guarantee, the Insured must present the following documents:

- a) Certificate of the formal complaint lodged with the police at the place where the robbery occurred, duly listing the contents of the luggage with the Insured's economic assessment of their value.
- b) A written complaint lodged with the carrier company, within the time limits established by said company.
- c) List of the contents of the luggage with the Insured's economic assessment of their value.

3. Location and forwarding of luggage and personal belongings

The Company shall advise the Insured on the presentation of the report of theft or loss of luggage or personal property checked-in to public transport, collaborating in efforts to locate them.

In the event that the aforesaid possessions should be recovered, the Company shall take charge of forwarding them to the Insured's scheduled travel destination or to their habitual place of residence. **In this case, the Insured undertakes to return any indemnity they may have received under this policy for the said loss or robbery.**

4. Indemnity for delayed delivery of checked-in luggage

In the event of a delay in delivering checked-in luggage in excess of six hours from the arrival of the flight, the Company shall inform the Insured of their rights and the steps to be taken vis-à-vis the airline company responsible and indemnify **up to the limit duly established in the Specific or Special Conditions** for the purchase of basic necessity items that prove essential while awaiting the arrival of the delayed luggage.

This guaranteed benefit shall not be forthcoming where the delay or the purchase of basic necessities should occur within the province in which the Insured's habitual residence is located.

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In order to claim for indemnity under this guarantee, the Insured must present the original invoices for the basic necessity items purchased.

5. Shipment of basic necessity items

The Company shall send the Insured, wherever they may be, those objects that could be considered basic necessities and which were left at home on setting out on the trip, or stolen during the trip, provided it proves impossible, given their very nature, to substitute them at the current location of the Insured. **The Company shall assume the organisation of the shipment and its cost, up to the limit duly established in the Specific or Special Conditions.**

6. Indemnity for robbery of luggage or personal belongings not checked-in

Up to the limit duly established in the Specific or Special Conditions, the Company shall indemnify for material losses and damages sustained by the Insured's luggage or personal belongings, when travelling outside the locality of their habitual residence, in cases of: **a) robbery and the damages resulting from the same; b) theft inside hotel rooms, provided it is shown that the room was duly locked; c) robbery within a vehicle, solely when the items were in the boot and out of sight of others and provided the vehicle was within a closed parking area with security measures.**

The robbery of valuable items shall solely be covered whenever it is shown that these items were duly deposited in a safe – or when the Insured was wearing/carrying them – and the indemnity for this concept may reach 50% of the sum insured. Valuable items shall be taken to mean jewellery, watches, objects made from precious metal, furs, paintings, objets d'art, silver and gold articles, unique objects, mobile telephones and their accessories, cameras and photographic or video equipment, audiovisual reproduction or recording equipment, as well as any accessories thereof, computer equipment of any kind, radio-controlled models and accessories, rifles and hunting guns, as well as their optical accessories, wheelchairs and medical appliances.

Indemnity for the robbery of cash is limited to 100 euros.

In order to claim indemnity under this guarantee, the Insured must present a copy of the formal complaint of the robbery or theft lodged at the place where it occurred, duly listing the items involved and their economic value.

ARTICLE 4.5. EXCLUSIONS SPECIFIC TO THE LUGGAGE COVE-RAGE

In addition to the General Exclusions to all the guarantees of this policy, as outlined in Article 12 of these General Conditions, cover shall not be provided for the following:

- a) Merchandise, material of a professional nature, travel tickets, collections, securities of any kind, identity documents and, in general, any paper documents and share instruments, credit cards, money, jewellery, any contents stored on electronic and/or computer media, documents recorded on magnetic strips or filmed. For these purposes, personal computers shall not be considered professional material.

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- b) Any losses resulting from an object not delivered into the safekeeping of a carrier simply being misplaced or forgotten by the Insured.
- c) Damages due to normal usage or wear and tear, inherent vice or the effects of the elements.
- d) Robbery while staying at a camping or caravan site, or in any non-permanent accommodation.
- e) Damage suffered by luggage that is not adequately packaged or identified, as well as fragile or perishable goods.
- f) Theft, except in the guarantee of "Indemnity for robbery of luggage or personal belongings not checked-in".

ARTICLE 5. TRAVEL CANCELLATION AND INTERRUPTION EXPENSES COVERAGE

The guaranteed benefits relating to expenses for cancellation or interruption of the contracted trip are those listed in this article and shall be provided in accordance with the conditions set forth below.

1. Travel cancellation expenses

This guarantee shall take effect from the date on which the trip is contracted and shall finalise at the moment the trip begins, i.e. boarding the collective means of transport to be used for the trip. **This guarantee shall only be valid when it is contracted at the same time as the trip covered by the policy.**

Up to the limit duly established in the Specific or Special Conditions, the Company shall reimburse the cost of cancelling the contracted trip, charged to the Insured in application of the general sales conditions of their provider, provided that the trip is cancelled before it actually starts and this is for one of the following reasons arising subsequent to taking out the insurance, which impedes undertaking the trip on the contracted dates:

1. For family or health reasons:

- 1.1. Serious illness, serious bodily injury or death of the Insured or of their relatives.
- 1.2. Cancellation of a trip by the person who is to accompany a person insured under this same contract, provided this cancellation stems from one of the causes listed above and provided that the Insured has to travel alone or when the Insured is a minor or is disabled. Should the Insured decide to travel alone, additional expenses shall be duly covered in respect of any Individual Supplement applied.
- 1.3. Receiving custody of an adopted child.

2. Due to official requirements:

- 2.1. The Insured is called before one of the State's official bodies or Autonomous Communities.

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3. For work-related reasons:

- 3.1. Taking up a new position with a labour contract while unemployed or in a different company, which does not belong to the same business group.
- 3.2. Unforeseen, obligatory transfer to a workplace located in a different Autonomous Community to that of their residence, for a period in excess of three months.
- 3.3. Professional dismissal of the Insured.
- 3.4. A justified or unforeseen change in the holiday leave previously granted by the company with which the Insured has an employment contract.
- 3.5. Receiving a training grant or internship with a start date coinciding with the expected date for travel, when the Insured was notified of its granting after the date on which the insurance was taken out.

4. For extraordinary reasons:

- 4.1. Serious damage to their usual or secondary residence or owned or rented business premises that renders them uninhabitable or at serious risk of further damage occurring, thus making the Insured's presence there essential.
- 4.2. Declaration of disaster area in the Insured's usual town of residence.

5. Other reasons:

- 5.1. Due to breakdown or accident of the Insured's privately owned vehicle, occurring during the 48 hours prior to starting the journey, making it impossible for the Insured to begin the trip. **In the case of breakdown, cancellation of the trip will be covered only if the vehicle is less than four years old.**
- 5.2. Due to breakdown or accident of the mode of transport used to travel to the terminal, port or airport to begin the journey, causing the Insured to miss the contracted transport. **Only the costs of alternate transport to rejoin the trip or 50% of the cancellation costs will be covered if the Insured decides to cancel the trip.**
- 5.3. Theft of documentation or luggage up to 24 hours prior to the start of the journey, which impedes the Insured from initiating the journey.

DUTY OF THE INSURED TO REPORT THE LOSS

In accordance with the provisions of Article 17 of the Insurance Contract Act, the Insured shall be obliged to employ all means available to them to mitigate the consequences of the loss. Thus, in keeping with the stipulations of Article 160 of Legislative Royal Decree 1/2007, of 16th November, which approved the revised text of the Spanish General Law for the Defence of Consumers and Users and Article 16 of the Insurance Contract Act, the Insured must notify both their travel agent and the Company of the cancellation of the trip, as soon as they learn of the event that led to the same. Failure to fulfil this obligation shall entitle the Company to deduct from the indemnity due the amount corresponding to the administration expenses resulting from such a delay.

DOCUMENTS NECESSARY TO CLAIM FOR PAYMENT OF CANCELLATION FEES

To process the accident, the Insured must provide the following documents:

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1. Document certifying that the accident occurred (doctor's report, death certificate, police report, etc.). This document must reflect the date on which the accident occurred (hospitalisation, death, breakdown, accident, etc.).
2. List of the services hired for the trip (accommodation, flights, etc.) and receipt of payment for the same.
3. Cancellation conditions of said services and proof of their cancellation.
4. Invoice of the cancellation costs or payment note for the costs that are not included in the cancellation costs”.

It is essential that the expenses for cancelling the trip are duly reflected in the required documentation outlined above.

2. Indemnity for interruption of the contracted trip

In the event of a trip being interrupted for one of the causes listed in the previous article, the Company shall indemnify the Insured for the value of the trip in proportion to the number of days' holiday not enjoyed, counted from the date on which the trip was interrupted and **up to the limit duly established in the Specific or Special Conditions.**

This guarantee comes into effect from the moment at which the Insured enjoys the initial services of the package holiday or, where appropriate, embarks on or uses the first means of transport for the trip covered by the policy.

This warranty gives the right to compensation if the trip is broken off due to any of the reasons set out in paragraph 1 of this article with the exception of point 1.2 under heading 1. Family and health reasons of that paragraph.

3. Indemnity for loss of visits or excursions

Up to the limit duly established in the Specific or Special Conditions, the Company shall reimburse the Insured for cancelled leisure or cultural visits and excursions, which were contracted at the trip's destination point and for which the provider was duly paid, **as long as the visit has been cancelled due to any of the reasons set out in paragraph 1 of this article with the exception of point 1.2 of heading 1. Family and health reasons of the said paragraph.**

ARTICLE 5.1. EXCLUSIONS SPECIFIC TO THE COVER FOR TRAVEL CANCELLATION

In addition to the General Exclusions to all the guarantees of this policy, as outlined in Article 12 of these General Conditions, no guarantee is provided for travel cancellations or interruptions stemming from one of the following events or their consequences:

- a) Non-urgent medical treatments or surgical operations, analyses, medical tests, rehabilitation sessions and periodical or preventive checkups.
- b) Travel or vaccination contraindication, or the impossibility of continuing recommended preventive medical treatment in certain destinations.
- c) Epidemics.

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ARTICLE 6. COVERAGE FOR EXCEPTIONAL CAUSES

The Insurer covers the warranties that relate to this article when, as a result of earthquakes, tidal waves, exceptional flooding (including damage by the sea), volcanic eruptions, atypical cyclone storms (including exceptional winds of speeds in excess of 135 km/h and tornadoes) or falling astral bodies and meteorites, the flight or boat voyage contracted by the Insured is definitively cancelled, or there is a delay of more than 24 hours from the scheduled time of departure indicated on the travel documentation.

1. EXPENSES FOR CANCELLATION

When the **trip insured, is definitively cancelled or there is a delay of more than 24 hours** from the scheduled time of departure indicated on the travel document, the Insurer will reimburse the **costs of transport and accommodation contracted and not used by the Insured that cannot be recovered from the tour operator or travel agent.** The costs that may be refunded are indicated below:

- a) Amounts paid for accommodation (including deposits), in order to carry our tourist excursions or the hiring of guides or interpreters, paid for by the Insured to the tour operator or travel agent, **up to the maximum limit that has been agreed in the Specific or Special Conditions.**
- b) Amounts paid by the Insured for the provision of transport for the part or parts of the journey that could not be undertaken when these costs are non-refundable by the transport company according to the applicable legislation and the amounts paid (including deposits) for transport during the journey, such as vehicle hire, train travel, air travel or ferry tickets, **up to the maximum limit that has been agreed in the Specific or Special Conditions.**
- c) Amounts paid by the Insured for the hiring of professional staff for the care of family, children or pets, **up to the maximum limit that has been agreed in the Specific or Special Conditions.**

2. EXPENSES RELATING TO THE IMPOSSIBILITY OF RETURNING HOME FOR THE INSURED

When owing to the aforementioned natural phenomenon, the Insured is unable to return to his/her home in Spain on the date and at the time indicated on the travel documentation **due to the definitive cancellation of the flight or boat voyage contracted by the Insured, or a delay of more than 24 hours**, the Insurer shall refund the expenses incurred, indicated below, **up to the maximum limit that has been agreed in the Specific or Special Conditions.**

- a) The costs of accommodation and meals paid by the Insured, **up to a limit of 100 euros per day that he/she is unable to return home.**
- b) The travel expenses by train, aeroplane, ferry or hire car paid by the Insured, when the travel company, tour operator or travel agent have been unable to make appropriate alternative travel arrangements for his/her return home.

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3. DOCUMENTATION TO BE SUBMITTED BY THE INSURED

The Insured must submit the following documentation to the Insurer for the refund of the expenses covered by the warranties above:

- a) Copy of the ticket that gives the right to travel, issued by the travel company or authorised agent.
- b) Certificate from the airline or ferry company which specifies the cause of the cancellation.
- c) For the warranty of “Expenses relating to the impossibility of returning home for the insured”, a copy of the ticket that proves the Insured has used an alternative means of transport.
- d) Original receipts of the costs paid by the Insured for which the refund is being claimed.

ARTICLE 6.1. EXCLUSIONS TO COVERAGE

This policy does not cover the risks indicated below of those agreed in Article 12 of these General Conditions, except for those stipulated in letter b), section a) of said article:

- a) **The cost of cancellation of cruises.**
- b) **The refund of expenses covered by this policy that the Insured can recover from the transport company, tour operator or authorised travel agent or from any other contracted supplier.**
- c) **The costs of transport or accommodation that have been paid for by the transport company, tour operator or authorised travel agent .**
- d) **Any costs related to telephone, fax or connecting to any communication networks.**

ARTICLE 7. PERSONAL ACCIDENT COVERAGE

This coverage provides for those accidents the Insured may suffer while undertaking the trip covered by the policy.

Moreover, in the case of Insured under the age of fourteen and/or those legally incapacitated, the sum insured in the Specific or Special Conditions for accidental death shall be allocated to meeting the burial expenses of the Insured.

1. Indemnity for the accidental death of the Insured while travelling

Where some accident covered by the policy should lead to the death of the Insured while travelling, the Company shall pay the Beneficiary the sum insured **duly established in the Specific or Special Conditions.**

Should there be no designated Beneficiary upon the death of the Insured, nor rules to determine one, the insured sum shall go on to form part of the deceased Insured's estate. Where there are several Beneficiaries, save some agreement to the contrary, payment of the sum insured shall be divided equally between them, or in proportion to their share of the

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estate, where those designated are the legal heirs. **Save agreement to the contrary, any part not acquired by a Beneficiary shall go towards that of the others.**

In the event that any of the Beneficiaries should be a wilful causer of the accident, any designation in favour of the same shall be deemed null and void and that corresponding part shall go towards that of the other Beneficiaries or, where applicable, shall form part of the deceased Insured's estate.

Where, prior to the death, the Company should have paid an indemnity for disablement, as a result of the same accident and this had occurred less than one year beforehand, it shall indemnify the difference between the amount paid and the insured sum in the event of death. Should the indemnity already paid out be greater, the Company shall not lay claim to the difference.

In order to claim payment of the indemnity under this guarantee, the Policyholder or the Beneficiaries must provide the Company with the following documents:

- a) **Birth certificate and a literal copy of the death certificate for the Insured.**
- b) **Those that prove the identity of the Beneficiaries.**
- c) **Where the Beneficiaries are the Insured's legal heirs, the requirements shall also include a copy of the deed awarding and distributing the deceased's estate or, where applicable, the declaration of heirs handed down by the competent court.**
- d) **Letter of payment or declaration of exemption from Inheritance Tax, duly issued by the corresponding Tax Delegation.**

2. Indemnity for the accidental death of the Insured while travelling on a public means of transport

Should the Insured die while on a trip, as a consequence of an accident occurring on a public means of transport, the Company shall act as set forth in section 1 of this article (Guaranteed Indemnity for the accidental death of the Insured while travelling).

For the purposes of the policy, a public means of transport shall be taken to mean that contracted for the trip covered by the policy, **limited to a plane, ship, train or coach**, including boarding and alighting from said means of transport. Likewise considered a public means of transport (**limited to taxi, chauffeur-driven rental car, tram, bus, train or underground train**) shall be that used for transportation directly from the departure or arrival point (home or hotel) to the terminal in question (station, airport, port).

3. Indemnity for permanent disablement of the Insured while travelling, according to the scale

For the purposes of the policy, disablement shall be taken to mean the anatomic loss or lack of functionality of limbs and organs, as a consequence of bodily injuries that stem from an accident suffered while the Insured was away on some trip.

The amount of the indemnity shall be determined by applying to the insured sum – duly established in the Specific or Special Conditions – the percentages set forth in the injury table of this guarantee. In calculating the said percentages, neither the Insured's profession or age, nor any other factor alien to the scale, shall be considered.

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TABLE OF INJURIES

Porcentaje
de
Indemnidad

Head and nervous system

• Complete mental derangement	100
• Maximum expression of epilepsy.....	60
• Total blindness	100
• Loss of one eye or the sight thereof, where the other had previously been lost	70
• Loss of one eye, while conserving the other, or reduction of binocular vision to 50%.....	25
• Operated bilateral traumatic cataract (aphakia).....	20
• Operated unilateral traumatic cataract (aphakia).....	10
• Total deafness.....	50
• Total deafness in one ear, having previously lost hearing in the other	30
• Total deafness in one ear.....	15
• Total loss of sense of smell or taste	5
• Total mutism with impossibility of emitting coherent sounds.....	70
• Ablation of the lower jaw	30
• Grave disorders in the articulations of both jawbones	15

Vertebral Column

• Paraplegia.....	100
• Quadriplegia	100
• Mobility limitations as a result of vertebral fractures, without neurological complications or serious deformations of the spine: 3 per cent for each vertebra affected, up to a maximum of	20
• Barré-Lieou syndrome	10

Thorax, abdomen and genitourinary system

• Loss of a lung or a reduction to 50 per cent of pulmonary capacity	20
• Nephrectomy	10
• Splenectomy	5
• Enterostomy.....	20

Upper Limbs

• Amputation of an arm from the articulation of the humerus.....	70
• Amputation of an arm at the level of, or above, the elbow.....	65
• Amputation of an arm below the elbow.....	60
• Amputation of a hand at the level of, or below, the wrist	55
• Amputation of four fingers of a hand.....	50
• Amputation of a thumb.....	20
• Total amputation of an index finger or two joints thereof	15
• Total amputation of any other finger or two joints thereof	5
• Total loss of movement of a shoulder	25
• Total loss of movement of an elbow.....	20
• Total paralysis of the radial, cubital or median nerve	25
• Total loss of movement of a wrist.....	20

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TABLE OF INJURIES

Porcentaje
de
Indemnidad

Lower limbs

• Total loss of movement of a hip	20
• Amputation of a leg above the knee	60
• Amputation of a leg, while conserving the knee	55
• Amputation of a foot.....	50
• Partial amputation of a foot, while conserving the heel	20
• Amputation of a big toe.....	10
• Amputation of any other toe.....	5
• Shortening of a leg by 5 cm or more.....	10
• Total paralysis of the external popliteal sciatic nerve.....	15
• Total loss of movement of a knee	20
• Total loss of movement of an ankle	15
• Serious walking difficulties subsequent to the fracture of one of the heel bones ...	10

Applying the table of injuries shall be governed by the following principles:

- a) **Those types of disablement not expressly specified shall be indemnified by analogy with other cases that do appear therein.**
- b) **In the event that, prior to the accident, some member or organ suffered amputations or functional limitations, the percentage of the indemnity shall be the difference between the pre-existing disablement and that present after the accident.**
- c) **When the injuries affect the non-dominant upper limb, the left of a right-handed person or vice versa, the indemnity percentages for the same shall be reduced by 15 per cent.**
- d) **Partial limitations and anatomic losses shall be indemnified proportionally, with respect to the total loss of the affected limb or organ. The total lack of functionality of some limb or organ shall be considered as total loss thereof.**
- e) **The sum of diverse partial percentages related to the same limb or organ shall not exceed the percentage of indemnity established for the total loss thereof. The accumulation of all the disablement percentages arising from the same accident shall not give rise to an indemnity of over 100 per cent.**

Recognising the right to this guarantee corresponds exclusively to the Company, which shall verify the degree of disability suffered by the Insured. To this end, following examination by a doctor who declares the condition to be definitive, the Company shall assess the Insured's physical condition using the medical reports which confirm the disability in question and which the Insured undertakes to furnish when required.

Where twelve months pass from the date of the accident, without the Company being able to assess the Insured's physical condition, the latter may request a further period of up to twelve months more. Following this period, the Company shall determine whether or not a disability exists and, if so, what degree of disability shall be deemed definitive for the purposes of the policy. Should the Insured not accept the assessment of their condition by the Company, they

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may call upon the mediation services of an expert appraiser, as provided for under Article 38 of the Insurance Contract Act. Each party shall satisfy the fees of its own appraiser. Those of the third appraiser and all other expenses arising from the appraisal evaluation shall be divided equally between the Insured and the Company. However, should either of the parties have made it necessary to seek such mediation, due to having made a manifestly disproportionate assessment of the injuries, that party shall be solely liable for the said expenses.

4. Indemnity for the permanent disablement of the Insured while travelling on a public means of transport

In the event of suffering permanent disablement as a consequence of bodily injuries sustained in an accident on some public means of transport while the Insured was on a trip, all the provisions set forth in section 3 of this article shall be applicable.

For the purposes of the policy, a public means of transport shall be taken to mean that contracted for the trip covered by the policy, **limited to a plane, ship, train or coach**, including boarding and alighting from said means of transport. Likewise considered a public means of transport (**limited to taxi, chauffeur-driven rental car, tram, bus, train or underground train**) shall be that used for transportation directly from the departure or arrival point (home or hotel) to the terminal in question (station, airport, port).

ARTICLE 7.1. EXCLUSIONS SPECIFIC TO THE ACCIDENT COVERAGE

In addition to the General Exclusions to all the guarantees of this policy, as outlined in Article 12 of these General Conditions, no guarantee is provided under the “Personal Accident Coverage” for accidents whose cause or consequences may be traced to one of the following events:

- a) Damages caused during strike actions.
- b) Intoxication or poisoning due to the consumption of foodstuffs.
- c) Injuries that are a consequence of surgical operations or medical treatments not stemming from an accident covered by the policy.
- d) Infectious diseases such as sleeping sickness, malaria, yellow fever and, in general, illnesses of any nature, fainting, syncopes, strokes, epilepsy or epileptiform seizures, as well as those stemming from any kind of loss of consciousness as a consequence of an accident, according to the definition of “Accident” given in Article 2 of these General Conditions.
- e) Labour accidents, save in the performance of activities that represent no risk for the physical integrity and/or health of the worker.
- f) Accidents that occurred prior to the inception of this insurance policy, even where these may manifest themselves during its effective period, as well as the consequences or sequelae of a duly covered accident which manifest themselves more than three hundred and sixty-five days after the date of occurrence.

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ARTICLE 8. CIVIL LIABILITY COVERAGE

This coverage provides for the economic consequences stemming from any Extracontractual Civil Liability attributable to the Insured, according to law, throughout the effective period of the policy, in relation to bodily injuries and material or pecuniary damages caused involuntarily to third parties, whenever the Insured is travelling on a trip duly covered by the policy.

The policy guarantees payment of any indemnities for which the Insured may be held liable, as well as the judicial and extrajudicial expenses stemming from the defence of the Insured – provided that the Insurer assumes the legal direction for dealing with the claim – and the deposit of the judicial bonds required to cover any civil liabilities determined in the said proceedings, **all in accordance with the conditions, limits and exclusions set forth in this contract.**

ARTICLE 8.1. PRIVATE CIVIL LIABILITY

The guarantee of civil liability for the person insured by this guarantee is that which arises from the following risks, events and circumstances:

- In their capacity as HEAD OF A FAMILY, for the acts or omissions of those persons for whom they are responsible.
- For the PRACTICE OF SPORTS, on an amateur basis.
- For the use of VESSELS, exclusively propelled by oars or pedals.
- For the use of NON-MOTORISED VEHICLES, such as bicycles, skateboards and any vehicle of similar characteristics to those mentioned.
- As the leaseholder or user of a dwelling or room, whenever such use is not permanent, but always provided it serves exclusively as a residence for the Policyholder.
- This coverage is likewise extended to civil liability stemming from the existence – at the Insured's temporary residence – of a garage, swimming pool, garden, transformers, boilers, individual TV aerials and suchlike.
- For damages caused by WATER, FIRE or EXPLOSION, whether they originate inside or outside the Insured's residence and whether it is the Insured or any of those persons for whom they are responsible who actually cause the damages.
- For the acts or omissions of staff dedicated to DOMESTIC SERVICE, where they work for the Insured. Domestic service staff shall be taken to refer to those dedicated to looking after the home and its installations or performing domestic chores.
- As the owner of DOMESTIC ANIMALS.

ARTICLE 8.2 EXCLUSIONS TO THE PRIVATE CIVIL LIABILITY GUARANTEE

This guarantee does not cover:

- a) **Compensation for material damages caused to property belonging to employees and personnel dependent on the Insured.**

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- b) Claims lodged for asbestosis or any disease, including cancer, attributable to the manufacture, production, transformation, assembly, sale or use of asbestos or products that contain it.
- c) Those economic losses stemming from the Insured's activity as an officer, director or executive in a private firm, association or club, or a company trustee or administrator.
- d) The civil liability arising from some industrial or commercial exploitation, the exercise of some remunerated profession or service, or posts or activities in associations of any kind, even where they are performed on an honorary basis.
- e) Claims stemming from work accidents suffered by personnel dependent on the Insured.
- f) Liabilities for damages caused, directly or indirectly, by any disturbance of the natural state of the air, of inland, marine or subterranean waters, of the soil and subsoil, and, in general, of the environment, produced by:
 - Emissions, dumping, injections, deposits, leaks, releases, escapes, spillage or seepage of contaminant agents.
 - Radiation, noise, vibration, smells, heat, temperature alterations, electromagnetic fields or any other kind of waves.
 - Toxic or contaminant fumes produced by a fire or explosion.

ARTICLE 8.3. CIVIL LIABILITY OF MONITORS

Cover shall likewise be deemed to extend to damages suffered by persons who find themselves under the guardianship and custody of the Insured, as well as the damages caused by the same to third parties on the occasion of undertaking excursions, cultural visits and similar events, provided the said damages stem from some blameful or negligent act or omission on the part of the Insured.

ARTICLE 8.4 EXCLUSIONS TO THE CIVIL LIABILITY OF MONITORS GUARANTEE

This guarantee does not cover:

- a) Incidents that arise for some reason attributable to the management of the Centre where the Insured are providing their services, such as those caused by the installations (buildings, furnishings, gymnastic apparatus and suchlike) or by foodstuffs having been served in poor condition. In the event that the Insured should exercise both management and teacher duties, the policy coverage shall solely be applicable to the latter.
- b) Those incidents stemming from acts or omissions of the Insured in their private life, or while performing activities other than the professional activity covered by this policy.
- c) Material damages caused by those under their charge to one another and those that might be caused to the installations where the risk takes place or to assets belonging to teachers or monitors.

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- d) Those incidents arising from the practice of notoriously hazardous sports or activities, with the following being expressly excluded: motor and motorcycling racing, scuba diving, climbing, bungee jumping, speleology or potholing, boxing, any form of aerial sports (parachuting, hot-air ballooning, hang-gliding, gliding, paragliding, etc.) rafting, canyoning, skiing, snowboard, rappel, paintball, horse-riding, water skiing and the use of arms of any kind.
- e) Claims stemming from work accidents suffered by personnel dependent on the Insured.

ARTICLE 8.5. DEFENCE AND CIVIL BOND EXPENSES IN CIVIL LIABILITY COURT CASES

With a limit of 3,000 for court cases in Spain and 6,000 for those abroad, provided that the object of the claim is duly included in the coverage of the policy, this contract also guarantees the following:

- Setting up the judicial bonds required in order to cover any civil liabilities determined in the said proceedings.
- The court costs, which shall be forthcoming in the same proportion as that which exists between the indemnity the Insurer must satisfy, as envisaged under the terms of the policy, and the total amount for the Insured's liability in the incident.
- The Insurer shall assume the legal direction for dealing with the claim of the injured party, as well as the legal defence expenses thus incurred. The Insured must provide the collaboration necessary to facilitate the legal direction assumed by the Insurer. **Where the Insured appoint their own defence, the legal expenses thus incurred shall be exclusively on their account.**
- The aforementioned benefits shall also be forthcoming in the event of criminal prosecutions brought against the Insured, provided these stem from the exercise of the activity that is the object of the policy, subject to the prior consent of the defendant. **Where the Insured appoint their own defence, the costs and expenses thus incurred shall be exclusively on their account.**
- Where, in the court proceedings brought against the Insured, a guilty verdict should be forthcoming, the Company shall decide whether to appeal before the pertinent higher court. Should the Company decide not to appeal, it shall communicate this fact to the Insured, who shall then be free to lodge an appeal, while assuming any expenses thus incurred. Nonetheless, in this latter case, should the appeal thus lodged produce a sentence favourable to the interests of the Insurer, reducing the indemnity it has to disburse, it shall be obliged to assume any expenses incurred in the said appeal.
- In case of some conflict between the Insured and the Insurer, as a result of the latter holding interests in the loss contrary to the defence of the Insured, the Insurer shall inform the Insured of this fact, without this affecting the fulfilment of those procedures that, given their urgent nature, prove necessary for the defence. In such an event, the Insured may choose between the Insurer maintaining the legal direction or entrusting the defence to another person. **In this latter case, the Insurer shall be obligated to satisfy the expenses of the said legal direction, up to the limit established for this coverage.**

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- Where an amicable agreement is reached with regard to the civil liability, the assumption of the criminal defence of the Insured by the Company is optional and always requires the prior consent of the defendant.
- In the event that the aforementioned legal expenses, when added to the indemnity satisfied, should exceed the limit of the sum insured per loss, the Insurer shall assume the amount in excess of the said limit, **provided that they are legal actions brought before Spanish courts.**

In the event of expressly taking out an extension of the territorial scope of the policy cover, and the actions should be brought before foreign courts, the maximum amount for which the Insurer shall in any case be liable – the sum of the indemnity and the legal expenses – is the amount established in the policy as the limit of indemnity per loss.

ARTICLE 9. LEGAL ASSISTANCE COVERAGE

The guaranteed benefits relating to legal assistance are those listed in this article and shall be provided in accordance with the conditions set forth below.

1. Legal defence expenses in proceedings stemming from a road accident outside the habitual country of residence

The Company shall assume the expenses arising from the legal defence of the Insured in any civil or criminal proceedings brought against them in relation to a road accident outside their habitual country of residence, **up to the limit duly established in the Specific or Special Conditions.**

The legal defence, including the solicitor and barrister, shall be that chosen by the Insured. However, the Company places at their disposal the legal services it possesses for such purposes.

2. Advance of bonds in criminal proceedings stemming from a road accident outside the habitual country of residence

The Company, acting on behalf of the Insured, shall furnish any financial bonds that foreign Courts may demand from them, in order to guarantee payment of the legal costs and charges or to achieve bail in criminal proceedings related to a road accident outside their habitual country of residence, **up to the limit duly established in the Specific or Special Conditions.**

The Company reserves the right to ask the Insured for written acknowledgement of the corresponding debt thus acquired.

Moreover, the Insured undertakes to reimburse the Company for the amount advanced in order to pay these bonds, within a maximum period of three months and without the need for the Company to expressly demand repayment. Should the amount of the said bonds exceed 3,000 euros, the Insured shall guarantee reimbursement by making a deposit in the bank account specified by the Company.

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ARTICLE 10. IT ASSISTANCE COVERAGE

Under this coverage, the Company shall provide remote assistance to any Insured who may request the service while on a trip, away from their habitual residence – either by telephone on 902-1-365-24 or on the Internet at www.soporteinformatico.mapfre.com – 365 days a year, available from 9am to midnight on working days and 10am to 6pm on Saturdays, Sundays and public holidays.

The applications and systems provided for under this coverage are as follows:

Microsoft operating systems from Windows 95 onwards; Hardware: PC, monitors, external storage devices, webcams, printers, PDAs, scanners; Office suite programs (Word, Excel, PowerPoint, FrontPage & Access); Internet programs, email programs, multimedia programs, the principal codecs; file compression utilities; peer-to-peer programs: Emule, Kazaa, Edonkey; antivirus and firewall programs.

The data recovery services and remote backup services shall solely be provided whenever the Insured is on a trip within Spain, away from their habitual residence.

ARTICLE 10.1. IT TECHNICAL ASSISTANCE

This service covers the following situations:

- Incidents due to malfunctioning applications and systems object of cover.
- Use of applications and computer.
- Configuration of computers, understood as the change the parameters of applications and systems in order to optimize operations, add or remove features, applications and peripherals.

The service is limited to telematic technical assistance, respect the issues that may arise, without stating a written judgement, and will cover up to maximum of three computers per policy.

ARTICLE 10.2. DATA RECOVERY SERVICE

In addition, the following technical assistance will be provided for the recovery of physical data:

- Whenever a data storage device belonging to the Insured is damaged – whether due to physical problems (fire, water damage or accident) or logical problems (virus, misuse or human error) – and the data contained therein cannot be accessed, the Company undertakes to collect the damaged equipment, analyse it and, wherever possible, recover the data stored on the device. **Coverage in this case extends to a maximum of two recovery operations a year.**
- The service will be provided for the internal storage media utilised in the computer processing equipment belonging to the Insured – namely, hard disks, files, operating systems, removable devices, memory cards and peripherals – and data recovery is not covered whenever the data are held on any other storage device.
- **It is expressly stipulated that, prior to the provision of this service, the data are deemed to have been lost and, as a result, the Company cannot be held liable**

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for the information stored on these damaged media, nor for any failure to recovery the said data.

The following items and scenarios are specifically excluded from this service:

- a) Recovery operations on storage media that have been manipulated prior to the provision of the service by the Company.
- b) Whenever recovery proves impossible, specifically in those cases where the media disappear, suffer damage from acids or similar products, overwriting of the data and a so-called head crash (damage to the magnetic platter).
- c) The recovery of original files held on magnetic or optical media, such as CDs, DVDs, video tapes, etc.
- d) Files and devices that do not fall within the coverage of this guarantee and, in any case, complex storage systems (RAID and volumes), application servers and web servers.
- e) Reconfiguration or reinstallation of the media.
- f) Failures of the media device that gives rise to the provision of this service.

ARTICLE 10.3. REMOTE BACKUP SERVICE

When this service is requested, the Company places at the disposal of the Insured the possibility of storing data backup copies on a protected server, up to a maximum of 5 gigabytes of information. A prerequisite for providing this service is that the computer designated by the Insured must be suitably configured. To this end, the Insured must expressly authorise the Company to install whatever programs should prove necessary. Once the computer has been duly configured, a fully automatic backup will be made of the computer specifically designated by the Insured. However, manual or scheduled backups may also be made, where the Insured so requests. Any software that may have been installed on the designated computers may solely be used for accessing this service. In the event that the insurance contract should be rescinded, for whatever reason, the Insured must uninstall the programs from the computers on which they were installed.

Data will be stored after having been duly dissociated and encrypted by the Insured, thus guaranteeing both the security of the data transmission over the Internet and the absolute confidentiality of the backup copies held in the virtual storage space made available to the Insured. The Insured will be the only person who knows the decryption key and has access to the data, with the result that in no case shall the Company be held responsible for the loss, dissemination, transfer or transmission of the said key.

This service shall be provided for one computer designated by the Insured per policy.

The following shall not be covered under any of the services included in the IT Assistance coverage:

- a) Data loss.
- b) The installation of software for which the Insured does not possess a licence.
- c) Financial loss or shortfall in earnings suffered by the Insured as a consequence of the event that gave rise to the service provision.

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- d) The Company shall not assume any responsibility whatsoever for a failure to provide, or a delay in providing, any guaranteed benefit, where such failure or delay is the result or a consequence of some force majeure or chance event, in particular: natural disasters, failure in the transmission of IP packets, war, state of siege, breaches of the peace, transport strikes, power supply cuts or any other exceptional measure adopted by the administrative or governmental authorities.
- e) The Company shall not be held liable for the loss of information or damages to the Insured's IT systems as a consequence of activity in PCs that contain or are infected by viruses or malware (e.g.: Trojans, worms, etc.), spyware, P2P programs or any other program, application, software or hardware that is installed, with or without the Insured's knowledge, on their computer and behaves in a malicious manner.
- f) Any other provision of maintenance or technical support services on the equipment, hardware and software that is not expressly insured.

Where, in order to provide any of the aforementioned services, it should prove necessary to install some software or any remote control tool on the Insured's computer, the Company shall supply all the licences needed to be able to make use of the services included in this guarantee and the Insured shall be duly obligated to use these programs exclusively for the corresponding services and in accordance with the licences supplied. In every case, it is essential that the Insured give their express, unequivocal consent to allow the Company access to the designated computers and associated devices, so as to be able to install the corresponding programs or recover lost data. **Should the Insured not grant this consent, the Company may deny the provision of the service requested in any given case.**

The Insured guarantees the lawful possession of the IT equipment and hardware, as well as the user licences for the operating systems and applications, and declares that all the information and files that may be duly covered hereunder conform to current legislation.

Where, for any reason, it should prove impossible to resolve the incident by way of the remote service included in this coverage, or when it is a case of some damage not covered by this policy, **and provided that the Insured expressly requests on-site technical service**, the Company shall place at their disposal the required professionals so that they may furnish an estimate for the work needed and, where appropriate, provide the services requested, **with the Insured being liable for the bill corresponding to the performance of such work and services.**

CLAUSE ON INDEMNITY BY THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES ARISING FROM EXTRAORDINARY EVENTS

ARTICLE 11. INSURANCE COMPENSATION CONSORTIUM

In accordance with the provisions of the revised text of the Legal Statute of the Insurance Compensation Consortium, approved by Legislative Royal Decree 7/2004, of 29th October, and modified by Spanish Law 12/2006, of 16th May, the Policyholder under an insurance contract which includes an obligatory surcharge in favour of the said public corporation is entitled to arrange the coverage of extraordinary risks with any insurance company that fulfils the conditions required by current legislation.

Indemnities stemming from losses produced by extraordinary events occurring in Spain that affect risks located therein and also those occurring abroad, when the Insured's habitual residence is in Spain, shall be paid by the Insurance Compensation Consortium, where the Policyholder, in turn, has duly satisfied the corresponding surcharges in its favour, and any of the following situations should occur:

- a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy taken out with their insurance company.
- b) That, although covered by the said insurance policy, the insurance company's obligations cannot be duly fulfilled, as a result of its having been legally declared bankrupt or subject to a compulsory winding-up procedure, or where this should have been undertaken by the Insurance Compensation Consortium.

The actions of the Insurance Compensation Consortium shall be in accordance with the provisions of the aforementioned Legal Statute of Spanish Law 50/1980, of 8th October, on Insurance Contracts and the Regulations on Extraordinary Risk Insurance, approved by Royal Decree 300/2004, of 20th February, and complementary provisions.

ARTICLE 11.1. RISKS COVERED

Extraordinary events covered:

- a) The following natural phenomena: earthquakes and seaquakes, extraordinary floods (including battering sea waves), volcanic eruptions, atypical cyclonic storms (including extraordinary winds with gusts of over 135kph and tornados) and falling meteorites.
- b) Those occurring violently as a result of terrorism, rebellion, sedition, insurrection and public disturbances.
- c) Deeds or actions of the Armed Forces or the Security Forces during peacetime.

ARTICLE 11.2. RISKS EXCLUDED

- a) **Those that do not give rise to indemnity under the Insurance Contract Act.**
- b) **Those affecting persons insured under a insurance contract other than those where there is an obligatory surcharge in favour of the Insurance Compensation Consortium.**

- c) Those produced by armed conflicts, even where they are not preceded by an official declaration of war.
- d) Those stemming from nuclear energy, without prejudice to the provisions of Spanish Law 25/1964, of 29th April, on Nuclear Energy.
- e) Those produced by natural phenomena other than those outlined in Article 1 of the Regulations on the Insurance of Extraordinary Risks and, in particular, those produced by elevation of the water table, movement of hillsides, landslides or settlement, falling rocks and similar phenomena, save where these were manifestly caused by the action of rainwater that, in turn, led to the area suffering a situation of extraordinary flooding and were produced simultaneously to the said flooding.
- f) Those caused by tumultuous actions produced in the course of meetings and demonstrations, carried out in keeping with the provisions of Spanish Organic Law 9/1983, of 15th July, as well as during legal strike action, save where the aforesaid actions could be classified as extraordinary events, in line with Article 1 of the Regulations on the Insurance of Extraordinary Risks.
- g) Those caused by bad faith on the part of the Insured.
- h) Those corresponding to losses occurring prior to payment of the initial premium or when, in accordance with the provisions of the Insurance Contract Act, the coverage of the Insurance Compensation Consortium has been suspended or the policy has been cancelled, due to non-payment of premiums.
- i) Those that, given their magnitude and seriousness, are classified by the Government of the Nation as a “national catastrophe or calamity”.

ARTICLE 11.3. SCOPE OF COVER

The extraordinary risk cover shall extend to the same persons and sums insured as those set forth in the insurance policies for the purpose of ordinary risk cover.

The Insurance Compensation Consortium shall indemnify, by way of compensation, personal damages stemming from extraordinary events occurring in Spain that affect risks situated there. However, the Consortium shall also indemnify for personal damages arising from extraordinary events occurring abroad, when the Policyholder's habitual residence is in Spain.

ARTICLE 11.4 PROCEDURE TO FOLLOW IN THE EVENT OF A LOSS INDEMNIFIABLE BY THE INSURANCE COMPENSATION CONSORTIUM

In case of loss, the Insured, Policyholder, Beneficiary or their respective legal representatives must report the occurrence of the loss – either directly or through the insurance company or insurance broker – within a maximum of seven days of learning of the same, to the Consortium's regional office corresponding to the place where the loss occurred. This report shall be lodged on the model form prepared to this end – available on the Consortium's website www.conorseguros.es, at its offices or those of the insurance

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company – and accompanied by the documentation required, according to the nature of the injuries.

In order to clarify any doubts that may arise with regard to the procedure to be followed, the Insurance Compensation Consortium provides the following telephone number to attend to the Insured: **902 222 665**.

ARTICLE 12. GENERAL EXCLUSIONS TO ALL COVER OPTIONS

- 1. In a general fashion, the following risks and their consequences are duly excluded from all the coverage provided by this policy:**
 - a) Those caused directly or indirectly by bad faith on the part of the Insured, by their participation in criminal acts, by their deceitful or grossly negligent actions or reckless attitude.**
 - b) Extraordinary occurrences, such as:**
 - a. The following natural phenomena: earthquakes and seaquakes, extraordinary floods, volcanic eruptions, atypical cyclonic storm and falling sidereal bodies and meteorites.**
 - b. Those produced violently as a result of terrorism, rebellion, insurrection, mutiny or public disturbances.**
 - c. Deeds or actions of the Armed Forces or the Security Forces during peacetime.**
 - c) The consequences of actions by the Insured in a state of mental derangement or undergoing psychiatric treatment.**
 - d) Those incidents occurring in countries that are included on the list of countries not recommended by the Spanish Foreign Affairs Ministry, or that are subject to an embargo from the UN Security Council or from any other international organisation to which Spain belongs, as well as events occurring in any international conflicts or interventions involving the use of force or coercion.**
 - e) Those produced on the occasion of the Insured's participating in wagers, challenges or brawls, except in cases of legitimate defence or dire necessity.**
- 2. Save where expressly included in the Specific or Special Conditions and when the Insured pays the corresponding extra premium, cover duly excludes the risks and their consequences stemming from:**
 - a) The practice of skiing and/or analogous sports.**
 - b) The practice of motor and motorcycle racing in any of their modalities, game hunting, scuba or deep-sea diving of any kind, sailing in international waters in vessels not intended for the public transportation of passengers, equestrian sports, climbing, potholing, boxing, fighting in any of its modalities, martial arts, parachuting, hot-air ballooning, hang-gliding, gliding and, in general, any notoriously hazardous sport or recreational activity.**
 - c) The Insured's participating in competitions and preparatory or training sessions.**

- d) The use, as a passenger or crew member, of aircraft not authorised for the public transportation of passengers, as well as helicopters.
- 3. Apart from the above exclusions, this policy does not provide for the following benefits and situations:
 - a) The services arranged by the Insured on their own behalf, without prior communication to, or the consent of, the Company, except in cases of urgent necessity. In such a case, the Insured must justify the said urgency and present the original invoices and receipts for the said services.
 - b) Expenses that arise once the Insured are at their habitual residence, those incurred beyond the scope of application of the benefits of the policy and, in any case, those arising once the dates scheduled for the trip covered by the contract, or 90 days from the start of the same, have passed, subject to the provisions of the Additional Clauses or those of the Specific or Special Conditions.
- 4. The Company is exempt from liability when, as a result of force majeure, it is unable to provide any of the benefits and services envisaged in this policy.

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ARTICLE 13. BASES OF THE POLICY

- 1. This insurance contract is drawn up on the basis of the declarations made by the Policyholder and/or the Insured in the corresponding insurance application, which led to the Company accepting the risk and calculating the corresponding premium.
- 2. Should the contents of the policy differ from the terms of the insurance proposal or the agreed clauses, the Policyholder may report this fact to the Company within one month, as from the date of delivery of the policy, so that any existing difference may be rectified. Once this period has passed, without any complaint being lodged, the parties shall be bound by the provisions of the policy.
- 3. In the event of some omission or inaccuracy in the declaration, the Company may rescind the contract, by way of a declaration addressed to the Policyholder within one month from the date of discovering the omission or inaccuracy. The Company, except where there exists bad faith or gross negligence on its part, shall be entitled to the premiums corresponding to the insurance period in course at the moment this declaration is made.
- 4. Should the loss occur before the Company makes the said declaration, the compensation shall be proportionally reduced, according to the difference between the agreed premium and that which would have been applied had the true extent of the risk been known. In the event of bad faith or gross negligence on the part of the Policyholder, the Company shall not be liable to pay out compensation.
- 5. Should the said omission or inaccuracy correspond exclusively to one of the Insured, the Company may exclude that party from the policy by way of a communication addressed to the Policyholder.

ARTICLE 14. INCEPTION AND DURATION OF THE POLICY

1. The insurance contract is duly formalised with the consent of the parties and shall come into effect at the time and date indicated in the Specific Conditions of the Policy, provided that the Policyholder has satisfied the first premium receipt.
2. The insurance is stipulated for the period stated in the Specific Conditions. Where the Policy is taken out for renewable periods, it shall be tacitly renewed for successive periods of equal duration, save where either of the parties should oppose the renewal by means of a written notification to the other party, remitted at least two months prior to the expiry of the current insurance period, with the exception of the provisions of point 3 of the “Subsequent Premiums” section of the following article.
3. Should either of the parties wish to modify the agreed guarantees, excluding or reducing the cover options, they shall inform the other party of this fact at least two months prior to the expiry of the current period. Should the party thus notified not reply 15 days before expiry, it shall be understood that the said modification is accepted and it shall come into effect for the following insurance period. However, if the reply is negative, they may cancel the policy as of the said expiry date.

ARTÍCULO 15. AMOUNT AND PAYMENT OF THE PREMIUM AND EFFECTS OF NON PAYMENT

The Policyholder is obligated to payment of the premium in accordance with the General and Specific Conditions of the Policy.

INITIAL PREMIUM

1. The initial premium is that set out in the Specific Conditions, which corresponds to the initial period of coverage outlined therein.
2. Where, due to some fault of the Policyholder, the premium has not been paid when the contract is signed or, where applicable, upon expiry of the same, the Company is entitled to rescind the contract or to seek enforced payment of the due premium.
3. **Save express agreement to the contrary, where the premium has not been paid before the loss incident occurs, the Company shall be freed from its obligations.**

SUBSEQUENT PREMIUMS

1. In cases in which the contract is tacitly renewed, the premium for successive periods shall be the result of applying the premium rates established by the Company at any given time, based on actuarial-technical principles, taking into account guarantee modifications or any causes of increased or decreased risk that may have occurred in accordance with these General Conditions.
2. The Company shall notify the policy holder, at least two months prior to the end of the contract, of the amount of the premium for the new coverage period, by sending the corresponding payment collection notice to the address indicated for that purpose or, if none was indicated, to the regular address of the policy holder.
3. Failure to pay one of the subsequent premiums shall lead to the cover being suspended one month after the due date. Should a loss arise during the said month, the Company

may deduct the premium due for the current period from the amount to be indemnified. Should the Company not claim the outstanding premium payment, within the six months following the due date, the contract shall be duly cancelled.

4. The premiums of this policy shall be automatically updated by applying the percentage variation obtained by comparing the Spanish Consumer Price Index (CPI) on the notification date with that of the previous year, without the need for any express agreement thereto.

ARTICLE 16. MODIFICATIONS TO THE RISK

1. Throughout the contract period, the Policyholder or the Insured must inform the Company, as soon as possible, of any and all circumstances that increase the risk and are of such a nature that, had the latter been aware of the same at the inception of the contract, it would not have entered into this contract or it would have concluded it with more onerous conditions.
2. Risk aggravation may or may not be accepted by the Company, in accordance with the following rules:
 - a) Should it accept, the Company shall propose to the Policyholder the corresponding modification of the contract, within a period of two months as from the moment the said aggravation is duly declared.

The Policyholder has fifteen days from the date of receiving the said proposal to accept or reject it. In the event of rejection or silence on the part of the Policyholder, once the said period has passed, the Company may cancel the contract following the due warning to the Policyholder, providing a further fifteen-day period for reply. Within the eight days following this latest period, the Company shall inform the Policyholder of the definitive rescission.
 - b) Should the Company not accept the risk modification, it may cancel the contract, duly informing the Policyholder within a period of one month, as from the date on which it learnt of the risk aggravation.**
3. In the event that the Policyholder or the Insured should not have made their declaration when the loss occurs, the Company shall be freed from its obligations where the Policyholder or the Insured had acted in bad faith. Otherwise, the compensation offered by the Company shall be proportionally reduced, according to the difference between the agreed premium and that which would have been applied, had the true extent of the risk been known.
4. Throughout the contract period, the Policyholder or the Insured may inform the Company of any and all circumstances that reduce the risk and are of such a nature that, had the latter been aware of the same at the inception of the contract, it would have concluded it with more favourable conditions.

ARTICLE 17. LOSSES

1. When a loss incident occurs, the Policyholder, the Insured and/or the Beneficiary are obligated to:
 - a) Report the occurrence of the loss and, where appropriate, request by telephone the corresponding assistance, furnishing identifying details, the policy number, their

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location and the kind of service required, **always within a maximum period of seven days of learning of it, save where a greater margin is specified in the Specific Conditions of the policy.** For the purposes of handling and reviewing claims, these conversations may be recorded.

- b) Employ all means available to them to mitigate the consequences of the incident. **Failure to fulfil this duty shall entitle the Company to reduce its compensation in a fitting proportion, taking into account the importance of the damage arising from the same and the degree of blame attributable to the Insured.**

Should this breach be as a result of the Insured's manifest intention to injure or deceive the Company, the latter shall be freed from any obligation to compensate for the said loss.

- c) Inform the Company of the existence of other insurance policies taken out with other companies that could also cover the claim.
 - d) Collaborate to ensure the optimum processing of the claim, informing the Company as soon as possible of any judicial, extrajudicial or administrative notification that comes to their knowledge and is related to the loss.
 - e) Furnish the Company with all manner of information regarding the circumstances and consequences of the loss, the initial medical assistance provided and the evolution of the Insured's injuries, apart from any complementary information the former may request. **Failure to fulfil this obligation to provide information shall forfeit the right to compensation, in the event that there should also exist bad faith or gross negligence.**
 - f) **Present documentary proof – receipts, certificates, formal complaints, etc. – that corroborate both the occurrence of events covered by this Policy and having incurred expenses entitled to indemnity thereunder.**
 - g) **Agree to an examination by the doctors the Company may designate, where it deems this necessary in order to complete the reports furnished, and, at the Company's expense, attend the corresponding medical facilities for the said examination.**
2. The Company is obligated to satisfy the compensation or to provide the services, upon completion of the investigations and appraisals necessary to establish the existence of the loss and, where applicable, determine the amount of the damages arising from the same or the service to be provided.
3. Whenever the Company decides to reject a claim on the basis of Policy rules, it must communicate this fact to the Insured within a maximum of fifteen days, as from the date on which it learnt of the cause underlying its refusal, and duly outline its reasons for doing so.

Should such a refusal of a claim arise after having made payments or provided other benefits in relation to the same, the Company may demand from the Insured the sums thus satisfied or the value of the services provided.

ARTICLE 18. SUBROGATION

1. Once it has provided the said benefits or paid the indemnity, the Company may exercise the rights and take those actions that, as a result of the loss, might correspond to the Insured, against those responsible for the same, up to the limit of those benefits, provided the said rights are not exercised to the detriment of the Insured.
2. **The Insured shall be responsible for any injury that, through their acts or omissions, may be caused to the Company in its right to such subrogation.**
3. The Company shall not be entitled to such subrogation against any of the persons whose acts or omissions might produce liability on the part of the Insured, in accordance with the law, nor against the person who caused the loss where this individual is, with respect to the Insured, a direct relation or a collateral relative within the third degree of consanguinity, an adoptive parent or an adopted child living with the Insured. This rule shall not be effective where the liability stems from bad faith or is covered by an insurance contract. In this latter case, the subrogation shall be limited in scope, in accordance with the terms of the said contract.
4. **In the event of the Company and the Insured coinciding in actions against a third party held responsible, the money recovered shall be divided between them in proportion to their respective interests.**

ARTICLE 19. COMUNICACIONES

1. Communications from the Company to the Policyholder shall be deemed valid when they are addressed to the last known address of the latter. Those from the Policyholder must be directed to the Company's registered address or to its branch office that participated in processing the policy.
2. In the case of group policies, the Policyholder assumes the obligation to inform the insured parties of the terms and conditions of this policy.

ARTICLE 20. CONCURRENCE OF INSURANCE POLICIES

1. Where any of the risks covered by this Policy should also be covered by another Insurer for the very same period of time, save agreement to the contrary, the Policyholder or the Insured must inform the Company of the other policies in existence.

Where, through bad faith, this information is omitted and the loss should occur in a situation of over-insurance, the Company shall not be obligated to pay compensation.

2. Once the loss occurs, the Policyholder or the Insured must report this to the Company, in accordance with the provisions of article 16 of these General Conditions, indicating the names of the other insurers who shall be contributing proportionally to the payment of the benefits provided.
3. In no case may the policy serve as a means of unfair enrichment for the Insured.

ARTICLE 21. PRESCRIPTION AND JURISDICTION

EXPIRATION

The actions derived from this contract shall expire after five years, except those stemming from the “Civil Liability Coverage”, which expire within a period of two years. The expiration period shall begin from the date on which the actions may be undertaken.

CLAIMS AND JURISDICTION

1. This contract is subject to Spanish jurisdiction, under which the competent judge for hearing any actions arising herein shall correspond to the Insured Party's registered address.
2. Pursuant to the legislation established to protect financial services users (Order Eco 734/2004 of 11 March; RD 303/2004, of 20 February), in the event of any disputes arising in the interpretation or execution of this insurance contract, the Policyholder, the Insured Party, the beneficiaries and third parties suffering damages or their beneficiaries can lodge a claim with the MAPFRE Claims Office by letter (Apartado de Correos 281- - 28220 Majadahonda, Madrid) or by e-mail (reclamaciones@mapfre.com), in accordance with the Regulation for resolving conflicts between Grupo MAPFRE companies and users of their financial services, which can be consulted on the “mapfre.com” website, and in the implementing regulations that summarise them and that are provided to the Policyholder together with these General Conditions.
3. The Insurer's customers and their beneficiaries may also file claims and complaints in relation to the actions of its insurance agents and banking insurance operators, in accordance with the aforementioned Regulation and procedure.
4. The claim may be made on paper or by electronic, information technology or telematic means, as provided in Law 59/2003 of 19 December, on Electronic Signature.
5. Should this claim be rejected or if a period of two months elapses from the date on which the claimant submitted it, he/she shall be able to make a claim to the Claims Service of the Directorate-General of Insurance and Pension Funds (Paseo de la Castellana 44, 28046, Madrid; e-mail:reclamaciones.seguros@meh.es, Virtual Office: www.dgsfp.es).
6. In accordance with current legislation, the differences deriving from the interpretation and fulfilment of this contract may only be submitted to arbitration with the express agreement of the parties.

Additional Clauses

ARTICLE 22

ADDITIONAL CLAUSE 1

CLAUSE CA-01. SEGURVIAJE DESPLAZADOS

For the **SEGURVIAJE DESPLAZADOS POLICY**, the 90-day limitation on the cover for the trip for which the insurance was taken out is duly eliminated.

The maximum duration of this policy is limited to 2 years and it may not be renewed beyond this period, save express agreement to the contrary.

ADDITIONAL CLAUSE 2

CLAUSE CA-02. SEGURVIAJE PLATINO

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

- a) In the Personal Assistance Coverage: those considered Insured parties hereunder shall include the spouse, unmarried children under the age of 30 and ascendants who are dependent on the Policyholder and/or Insured, provided they live at the same address.
- b) In the Luggage Coverage:

1. Indemnity for robbery of luggage or personal belongings not checked-in

The Company shall indemnify for material losses and damages sustained by the Insured's luggage or personal belongings, when travelling outside the locality of their habitual residence **up to 900 euros**, in the event of: **a) robbery and the damages resulting from the same; b) theft inside hotel rooms, provided it is shown that the room was duly locked; c) robbery within a vehicle, solely when the items were in the boot and out of sight of others and provided the vehicle was within a closed parking area with security measures.**

The robbery of valuable items shall solely be covered whenever it is shown that these items were duly deposited in a safe – or when the Insured was wearing/carrying them – and the indemnity for this concept may reach 50% of the sum insured. Valuable items shall be taken to mean jewellery, watches, objects made from precious metal, furs, paintings, objets d'art, silver and gold articles, unique objects, mobile telephones and their accessories, cameras and photographic or video equipment, audiovisual reproduction or recording equipment, as well as any accessories thereof, computer equipment of any kind, radio-controlled models and accessories, rifles and hunting guns, as well as their optical accessories, wheelchairs and medical appliances.

Additional Clauses

The indemnity for the robbery of cash is limited to 100 euros.

This guarantee shall not cover mobile telephones, portable computers, briefcases and prescription glasses, which are duly covered under the following guarantees.

2. Indemnity for robbery of the Insured's mobile telephone while on a trip

The Company shall indemnify for the robbery of the Insured's mobile telephone, when travelling outside the locality of their habitual residence, as well as the damages caused thereby, up to 120 euros.

The conditions applicable to this guarantee are those set forth in section 1 of this clause.

3. Indemnity for robbery of the Insured's portable computer while on a trip

The Company shall indemnify for the robbery of the Insured's portable computer, when travelling outside the locality of their habitual residence, as well as the damages caused thereby, up to 600 euros.

The conditions applicable to this guarantee are those set forth in section 1 of this clause.

4. Indemnity for robbery of the Insured's briefcase while on a trip

The Company shall indemnify for the robbery of the Insured's briefcase, when travelling outside the locality of their habitual residence, as well as the damages caused thereby, up to 180 euros.

The conditions applicable to this guarantee are those set forth in section 1 of this clause.

5. Indemnity for robbery of the Insured's prescription glasses while on a trip

The Company shall indemnify for the robbery of the Insured's prescription glasses, when travelling outside the locality of their habitual residence, as well as the damages caused thereby, up to 90 euros.

The conditions applicable to this guarantee are those set forth in section 1 of this clause.

c) Exclusive Platinum Services:

1. Card cancellation information service

The Company shall inform the Insured of the contact telephone numbers for the companies who issued their financial cards, so that they may cancel them in the event of losing or misplacing them.

2. Access to airport VIP lounges in Spain

The Company shall facilitate access for the Insured and one companion to the VIP Rooms set aside by AENA (Spanish Airport and Air Navigation Company) at several airports around Spain. However, the management at the corresponding airport reserves the right to authorise entrance to the VIP lounge to duly accredited persons, whether for security, technical or operational reasons.

The services available to the Insured in these lounges are as follows: individualised information for users, self-service cafeteria, daily press and general interest magazines, cleaning and drinks & snacks replenishment service, restricted access, television and teletext, information and telephone reservation of conference halls and meeting rooms, flowers & gifts delivery service, information and telephone reservation of rental vehicles. Moreover, the Insured can make use of a telephone/fax service for which they must pay the due amount.

The Company has arranged access to these lounges through an agreement with AENA and, as a result, cannot be held responsible for the quality and maintenance of the services. It shall be the responsibility of AENA to strive to ensure that the services outlined above fulfil minimum requirements and are permanently available. However, the lack of any of these services, due to some temporary breakdown or replenishment shortfall shall not be deemed a failure to fulfil the conditions of this service. Likewise, any possible modification of the conditions of these services is the exclusive responsibility of AENA and the Company therefore assumes no responsibility whatsoever in this regard.

3. Telephone service prior to the trip

Before starting the trip, the Company shall provide a 24/7 service, offering the Insured general information on the destination: embassies, consulates and currencies, vaccinations, visas and entrance requirements, hygiene/health recommendations, telephones, prefixes and timetables, weather and gastronomy, tourist routes and information.

4. Telephone service for reserving connections

The Company shall arrange reservations of plane, train, bus and ferry tickets, as well as hotels and package holidays for the Insured.

ADDITIONAL CLAUSE 3

CLAUSE CA-03. SEGURVIAJE AVENTURA

For the **SEGURVIAJE AVENTURA POLICY**, the maximum duration of the trip covered thereby is limited to 30 days, save express agreement to the contrary.

Generally speaking, this policy cannot be extended, once the set duration has expired.

ADDITIONAL CLAUSE 4

CLAUSE CA-04. SEGURVIAJE TEMPORAL

For the **SEGURVIAJE TEMPORAL POLICY**, save agreement to the contrary, its duration is the same as that for the trip covered.

Generally speaking, this policy cannot be extended, once the set duration has expired.

ADDITIONAL CLAUSE 5

CLAUSE CA-05. SEGURVIAJE CAZA Y SAFARIS

For the **SEGURVIAJE CAZA Y SAFARIS POLICY**, the following additional conditions are established:

1. Indemnity for the definitive loss or deterioration of duly checked-in firearms, sights and ammunition destined for hunting activities

The Company shall inform the Insured of their rights and the steps to be taken vis-à-vis the airline company responsible, in the event of the definitive loss or deterioration of firearms, sights and ammunition duly declared and checked-in for a flight, and shall complement the indemnity received from the airline company up to the limit duly established in the **Specific or Special Conditions**.

In order to claim indemnity under this guarantee, the Insured must present the following documents:

- a) Property Irregularity Report (PIR).
- b) Settlement letter from the airline company certifying the definitive loss or deterioration of the firearm, sight and/or ammunition destined for hunting activities.
- c) Copy of the formal complaint lodged with the Arms and Explosives Intervention Unit of the Guardia Civil and, if the loss is suffered abroad, a copy of the report lodged before the competent authority.

In the event of claiming indemnity for the deterioration of firearms, it is only necessary to present the Property Irregularity Report (PIR).

In addition, proof must be given to show that the said arms were destined to be used for commercial or sport hunting and that they do belong to the Insured, this being stated on the property guide thereof.

2. Rental expenses in case of delayed delivery of a firearm checked-in for a flight

In the event of a delay in delivering a checked-in firearm in excess of six hours from the arrival of the flight, the Company shall inform the Insured of their rights and the steps to be taken vis-à-vis the airline company responsible and indemnify **up to the limit duly established in the Specific or Special Conditions** for the rental of another firearm of similar characteristics.

There shall be no right to this benefit where the delay occurs on the return flight of the trip contracted for undertaking hunting activities.

In order to claim indemnity under this guarantee, the Insured must present the following documents:

- a) Property Irregularity Report (PIR).
- b) A written complaint lodged with the airline company, within the time limits established by said company.
- c) Original firearm rental invoice.

3. Civil Liability Cover

For the Civil Liability Cover of the **SEGURVIAJE CAZA Y SAFARIS POLICY**, Article 8 of the General Conditions is duly set aside, with the additional conditions outlined below being duly applicable:

ARTICLE 1. RISKS COVERED

The Company guarantees the Insured payment of the indemnities for which they may be held civilly liable in relation to bodily injuries or material damages caused to third parties, through imprudence or negligence, whenever such damages are produced during the practice of hunting activities in any country within the policy's scope of coverage as indicated in the Specific Conditions, **excluding those incidents occurring on Spanish territory.**

In addition, the policy also provides cover for the following, even in the case of unfounded claims, **up to the limit of the sum insured stipulated in the Specific or Special Conditions:** a) Setting up any judicial bonds demanded of the Insured in order to cover possible civil liability; b) Where imposed upon the Insured, the court costs, which shall be forthcoming in the same proportion as that which exists between the indemnity the Company must satisfy, as envisaged under the terms of the policy, and the total amount to be paid by the Insured in the loss.

Save express agreement to the contrary, the Company shall assume the legal direction for defending the claim from the injured third party, as well as the legal defence expenses thus incurred, **with a maximum limit of 6,000 euros for events occurring abroad.** The Insured must provide the collaboration necessary to facilitate the legal direction of the defence assumed by the Company.

Where, in the court proceedings brought against the Insured, a guilty verdict should be forthcoming, the Company shall decide whether to appeal before the pertinent higher court. Should the Company decide not to appeal, it shall communicate this fact to the Insured, who shall then be free to lodge an appeal, while assuming any expenses thus incurred. Nonetheless, in this latter case, should the appeal thus lodged produce a sentence favourable to the interests of the Insurer, reducing the indemnity it has to disburse, it shall be obliged to assume any expenses incurred in the said appeal.

In case of some conflict between Insured and Company, as a result of there existing interests contrary to the defence of the Insured, the Company shall inform the Insured of this fact, without this affecting the fulfilment of those procedures that, given their urgent nature, prove necessary for the defence. In such an event, the Insured may choose between the Company maintaining the legal direction or entrusting the defence to another person. In this latter case, the Company shall be obligated to satisfy the expenses of the said legal direction, **up to the limit of 3,010 Euros.**

Where an amicable agreement is reached in the civil proceedings, the defence of the criminal liability shall be optional for the Company and shall be subject to the prior consent of the Insured.

In any case, the Policyholder, Insured and/or Beneficiary must not negotiate, accept or reject claims from third parties adversely affected by the loss, save with the express authorisation of the Company.

Additional Clauses

The limit stipulated in the Specific or Special Conditions represents the maximum limit of the indemnity the Company shall pay out in each claim, for the sum of all the indemnities for bodily injuries or material damages caused.

ARTICLE 2. RISKS EXCLUDED

For this guarantee, in addition to the General Exclusions to all the guarantees of this policy, as outlined in Article 12 of these General Conditions, no guarantee is provided for the consequences stemming from or produced by any of the following:

- a) Incidents occurring on Spanish territory.
- b) Damages caused by the Insured whenever they do not possess the licences or permits legally required for the possession of firearms and/or the practice of hunting activities.
- c) Damage to property or animals which are in the possession of the Insured for any reason.
- d) Damages stemming from participation in wagers, challenges or competitions of any nature or the preparatory sessions for the same, save as envisaged in these Conditions.
- e) Damages stemming from active participation in wagers, challenges, races or competitions of any nature or the preparatory sessions for the same, save as envisaged on Special Conditions.
- f) Payment of fines and sanctions, as well as the consequences of non-payment.
- g) Incidents occurring on Spanish territory.
- h) Liability for damages caused as a result of the use and circulation of motor vehicles or vessels.
- i) Claims for damages caused by any device or aircraft designed for aerial navigation or for damages caused to the same.
- j) Obligations assumed by virtue of pacts or agreements, which would not be legally enforceable, were it not for the said agreements.
- k) Those economic losses that are not the result of bodily or material damage covered by the policy, as well as any economic losses resulting from bodily or material damage not covered by the policy.
- l) The practice of the following sports or activities: motor and motorcycling racing, scuba diving and any form of aerial sports.

ARTICLE 3. SCOPE OF APPLICATION AND TIME LIMITS

Policy cover shall solely extend to those claims lodged in relation to events occurring in any country within the scope indicated in the Specific Conditions which entail liabilities duly covered by the terms of the policy, excluding, in any case, those incidents occurring on Spanish territory.

For the purposes of the cover provided hereunder, this insurance policy provides for the consequences of the losses occurring throughout the effective period thereof –

i.e. from the inception date of the policy up to the expiry date of the contract – provided that the loss is duly reported to the Company within the effective period of the policy or within a maximum period of two years as from the date on which it expires, without prejudice to the legally established limitation periods.

4. **Personal Accident Coverage**

Expressly included within the **SEGURVIAJE CAZA Y SAFARIS POLICY** are those accidents the Insured might suffer while practising hunting activities abroad, in whatever form of hunting, in accordance with the conditions established in Article 6 of the General Conditions.

ADDITIONAL CLAUSE 6

CLAUSE CA-06. SEGURVIAJE ESQUÍ Y ORGANIZADORES DE VIAJES DE ESQUÍ

For the **SEGURVIAJE ESQUI y ORGANIZADORES DE VIAJES DE ESQUI POLICY**, the following conditions are established:

a) **Within the Personal Assistance Coverage, the following guarantees may be taken out:**

1. **Ski-slope rescue expenses**

The Company shall meet the expenses for on-piste assistance in the event of the Insured suffering an accident on the ski slopes, including transfer from the piste to the medical centre at the ski station facilities, **up to the limit duly established in the Specific or Special Conditions.**

2. **Indemnity for loss of ski classes**

In case of medical repatriation, the Company shall indemnify the Insured for those ski classes they were forced to miss, from the onset of the illness or the occurrence of the accident that necessitated the said repatriation, **up to the limit duly established in the Specific or Special Conditions. To this end, the Insured must present the Company with the original receipt for the classes.**

3. **Indemnity for unused ski pass**

In case of medical repatriation, the Company shall indemnify the Insured for the ski pass corresponding to the days they were forced to miss, from the onset of the illness or the occurrence of the accident that necessitated the said repatriation, **up to the limit duly established in the Specific or Special Conditions.**

4. **Expenses for crutches**

In the event that the Insured should suffer an accident while skiing, which prevents them from walking unassisted, the Company shall reimburse the cost of the crutches they require in order to walk, **up to the limit duly established in the Specific or Special Conditions.** To this end, the Insured must present the Company with the corresponding medical report wherein the use of crutches is duly prescribed. **Duly**

Additional Clauses

excluded from this guarantee are any expenses arising from the use of any other orthopaedic device.

b) Within the Luggage Coverage, the following guarantees may be taken out:

1. **Indemnity for the definitive loss or deterioration of duly checked-in skiing equipment**

The Company shall inform the Insured of their rights and the steps to be taken vis-à-vis the airline company responsible, in the event of the definitive loss or deterioration of skiing equipment checked-in for a flight, and shall complement the indemnity received from the airline company up to the limit duly established in the **Specific or Special Conditions**.

In order to claim indemnity under this guarantee, the Insured must furnish the following documentation:

- a. Property Irregularity Report (PIR).
- b. Final settlement letter from the airline company certifying the definitive loss or deterioration of the skiing equipment.
- c. List of the skiing equipment checked in, with the Insured's assessment of its economic value.

In the event of claiming indemnity for the deterioration of duly checked-in skiing equipment, it is only necessary to present the Property Irregularity Report (PIR).

Any indemnities received under this guarantee are complementary to those that might correspond under the "Indemnity for the definitive loss, theft or external damage of luggage checked-in for a flight" guarantee, outlined in Article 4.4.1 of the General Conditions.

CLAUSE CA-07

CLAUSE CA-07. SEGURVIAJE GOLF

For the SEGURVIAJE GOLF POLICY, the following additional conditions are established:

Within the Luggage Coverage, the following guarantees may be taken out:

1. **Indemnity for the definitive loss or deterioration of duly checked-in golf equipment**

The Company shall inform the Insured of their rights and the steps to be taken vis-à-vis the airline company responsible, in the event of the definitive loss or deterioration of golf equipment checked-in for a flight, and shall complement the indemnity received from the airline company up to the limit duly established in the **Specific or Special Conditions**.

In order to claim indemnity under this guarantee, the Insured must furnish the following documentation:

- a. Property Irregularity Report (PIR).
- b. Settlement letter from the airline company certifying the definitive loss or deterioration of the said golf equipment.
- c. List of the items with the Insured's economic assessment of their value.

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In the event of claiming indemnity for the deterioration of golf equipment, it is only necessary to present the Property Irregularity Report (PIR).

Any indemnities received under this guarantee are complementary to those that might correspond under the “Indemnity for the definitive loss, theft or external damage of luggage checked-in for a flight” guarantee, outlined in Article 4.4.1 of the General Conditions.

2. Rental expenses in case of delayed delivery of golf equipment checked-in for a flight

In the event of a delay in delivering duly checked-in golf equipment in excess of six hours from the arrival of the flight, the Company shall inform the Insured of their rights and the steps to be taken vis-à-vis the airline company responsible and indemnify **up to the limit duly established in the Specific or Special Conditions for the rental of other equipment of similar characteristics.**

There shall be no right to this benefit where the delay occurs on the return flight of the trip contracted for the practice of golf.

In order to claim indemnity under this guarantee, the Insured must present the following documents:

- d. Property Irregularity Report (PIR).
- e. A written complaint lodged with the airline company, within the time limits established by said company.
- f. Original receipt for renting the said golf equipment.

3. Breakage of a club during the practice of golf

In the event of breaking a club while playing golf within enclosed premises given over to the practice of that sport, the Company shall meet the cost of renting a club of similar characteristics, **up to the limit duly established in the Specific or Special Conditions**, so as to be able to continue with the practice of golf which was the purpose of the trip.

CLAUSE CA-08

CLAUSE CA-08. SEGURVIAJE PARA REPATRIACIÓN DE INMIGRANTES

The **SEGURVIAJE PARA REPATRIACION DE INMIGRANTES POLICY** covers the medical transfer or repatriation of the Insured in case of illness or accident, when travelling outside Spain, save where they are within their country of origin.

As an exception to the provisions of the General Conditions, this guarantee duly covers labour accidents, save where these occur in the practice of one of **the following professions: quarry or mine workers, deep-sea and coastal fishermen, sportsmen and women, federated or otherwise, aircraft pilots and crew members, divers, those participating in bullfighting and any other activity that entails a risk of similar characteristics for the physical integrity or health of the worker.**

NOTES

A blank sheet of lined paper with a header 'NOTES' and horizontal ruling lines. The paper has rounded corners and a vertical margin line on the left side. The header 'NOTES' is centered at the top. Below the header, there are 20 horizontal lines for writing, creating 19 rows of text. The lines are evenly spaced and extend across the width of the page.

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